

3-1-11 (18)

State of Connecticut

GENERAL ASSEMBLY
JUDICIARY COMMITTEE

Judicial Nomination Questionnaire of:

Lubbie Harper, Jr.

EXHIBITS

Pertaining to Question 18

**Have You ever been sued or had a claim against you
for malpractice?**

A. The FDIC Matter

- A. A copy of the complaint
- B. A copy of the defense expert opinion

B. The Kunick Matter

- A. A copy of the complaint
- B. A copy of Attorney Libbin's Letter to the Attorney General
- C. A copy of my Letter to Attorney Libbin

United States District Court

DISTRICT OF

New Jersey

Federal Deposit Insurance Corporation

v.

LOBBIE HARPER

SUMMONS IN A CIVIL CASE

CASE NUMBER:

01-4730

(JAGJ)

TO: (Name and address of defendant)

LOBBIE HARPER
87 Den Hollow Road
Guilford, CT 06437

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Daniel Kinburn, Esq.
Dwyer Kinburn Hall & Golub, P.C.
16 Furler Street
P.O. Box 437
Totowa, NJ 07511-0437

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

WILLIAM T. WALSH

CLERK

DIANNE C. RICHARDS

DATE

10-16-01

(BY) DEPUTY CLERK

RETURN OF SERVICE

Service of the Summons and Complaint was made by me ¹	DATE
NAME OF SERVER (PRINT)	TITLE

Check one box below to indicate appropriate method of service

- ☐ Served personally upon the defendant. Place where served: _____
- ☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person with whom the summons and complaint were left: _____
- ☐ Returned unexecuted: _____
- ☐ Other (specify): _____

STATEMENT OF SERVICE FEES		TOTAL
TRAVEL	SERVICES	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____ Date _____ Signature of Server _____

Address of Server _____

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
NEWARK, NEW JERSEY 07101-0419

Local Civil Rule 10.1(b)
requires docket number and
name of district judge on all
pleadings filed with this office.

FDIC

v.

FARRELL

Plaintiff(s)

Defendant(s)

Civil Action No. 2:01cv04770

NOTICE OF ALLOCATION
and ASSIGNMENT

ALLOCATION: Pursuant to Local Civil Rule 40.1(a), I have allocated this action to NEWARK. Please file all pleadings and make all motions returnable there.

ASSIGNMENT: This action has been assigned to United States District Judge Joseph A. Greenaway, Jr. for trial. Discovery and other non-dispositive matters have been assigned to United States Magistrate Judge G. Donald Haneke.

MEDIATION: You may consent to mediation of this action pursuant to Local Civil Rule 301.1. However, this matter may be referred to mediation by a judicial officer regardless of consent. See Attached.

MAGISTRATE JUDGE JURISDICTION: You may consent to conduct all proceeding, including trial and the entry of final judgment, before the United States Magistrate Judge in accordance with the provisions of 28 U.S.C. & 636(c).

NOTICE TO COUNSEL AND PRO SE LITIGANTS: The Court has directed that counsel and pro se litigants be advised that there will be STRICT ENFORCEMENT of Local Civil Rules 16.1 (pretrial conferences; scheduling; case management) and 26.1 (discovery). Sanctions may be imposed for failure to comply with the local rules and orders entered pursuant thereto. Sanctions may include dismissal of the action and suppression of the defense.

WILLIAM T. WALSH
CLERK

by: DIANNE C. RICHARDS

Deputy Clerk

Date: 10/16/01

DNJ-Civ-001(05/00)

10-12-01

ALTERNATIVE DISPUTE RESOLUTION
IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Mediation is the Alternative Dispute Resolution ("ADR") program in this Court. Mediation is governed by Local Civil Rule 301.1. The mediation program under this rule is supervised by a judicial officer (at present United States Magistrate Judge Ronald J. Hedges) who is available to answer any questions about the program.

Any district judge or magistrate judge may refer a civil action to mediation. This may be done without the consent of the parties. However, the Court encourages parties to confer among themselves and consent to mediation. Moreover, you are reminded that, when counsel confer pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Local Civil Rule 26.1, one of the topics that must be addressed is the eligibility of a civil action for participation in ADR.

A civil action may be referred to mediation at any time. However, one of the advantages of mediation is that, if successful, it enables parties to avoid the time and expense of discovery and trial. Accordingly, the Court encourages parties to consent to mediation prior to or at the time that automatic disclosures are made pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure.

If parties consent to mediation, they may choose a mediator either from the list of certified mediators maintained by the Court or by the selection of a private mediator. If a civil action is referred to mediation without consent of the parties, the judicial officer responsible for supervision of the program will select the mediator.

Mediation is non-judgmental. The role of the mediator is to assist the parties in reaching a resolution of their dispute. The parties may confer with the mediator on an ex parte basis. Anything said to the mediator will be deemed to be confidential and will not be revealed to another party or to others without the party's consent. The first six hours of a mediator's time is free. The mediator's hourly rate thereafter is \$250.00, which is borne equally by the parties.

If you would like further information with regard to the mediation program please review the Guidelines for Mediation, which are available on the Court's Web Site PACER, (pacer.njd.uscourts.gov) and appear as Appendix Q to the Local Civil Rules. You may also make inquiries of the judicial officer responsible for supervision of the program.

Civil actions in which there are pro se parties (incarcerated or not) are not eligible for mediation.

DNJ-Med-001(08/01)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of indexing the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Federal Deposit Insurance Corporation in its capacity as Receiver for Lincoln Savings And Loan, F.A.,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
(973) 785-4100

Daniel Kinburn, Esq.
Dwyer Kinburn Hall & Golub, P.C.
16 Furler St.; P.O. Box 437; Totowa, NJ 07511

DEFENDANTS

Janis Farrell, et als. See Attached Rider

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Palm Coast, Florida

NOTE: (IN U.S. PLAINTIFF CASES ONLY)
IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☒ U.S. Government Plaintiff
☐ U.S. Government Defendant
☐ Federal Question (U.S. Government Not a Party)
☐ Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only)

- Citizen of This State ☐ PTF ☐ DEF
Citizen of Another State ☐ PTF ☐ DEF
Citizen or Subject of a Foreign Country ☐ PTF ☐ DEF
Incorporated or Principal Place of Business in This State ☐ PTF ☐ DEF
Incorporated and Principal Place of Business in Another State ☐ PTF ☐ DEF
Foreign Nation ☐ PTF ☐ DEF

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Motor Veh <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 160 Maritime Act <input type="checkbox"/> 170 Recovery of Delinquent Student Loans (Ext. Veterans) <input type="checkbox"/> 180 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 190 Stockholders' Suits <input type="checkbox"/> 200 Other Contract <input type="checkbox"/> 210 Contract Product Liability	TORTS PERSONAL INJURY <input type="checkbox"/> 210 Airplane <input type="checkbox"/> 215 Airplane Product Liability <input type="checkbox"/> 220 Automobile Liability <input type="checkbox"/> 225 Federal Employer's Liability <input type="checkbox"/> 230 Marine <input type="checkbox"/> 235 Marine Product Liability <input type="checkbox"/> 240 Motor Vehicle <input type="checkbox"/> 245 Motor Vehicle Product Liability <input type="checkbox"/> 250 Other Personal Injury PERSONAL INJURY - Real Property <input type="checkbox"/> 260 Personal Injury - Real Property <input type="checkbox"/> 265 Personal Injury - Real Property <input type="checkbox"/> 270 Personal Injury - Real Property <input type="checkbox"/> 275 Personal Injury - Real Property <input type="checkbox"/> 280 Personal Injury - Real Property <input type="checkbox"/> 285 Personal Injury - Real Property <input type="checkbox"/> 290 Personal Injury - Real Property <input type="checkbox"/> 295 Personal Injury - Real Property <input type="checkbox"/> 300 Personal Injury - Real Property	FORFEITURE/PENALTY <input type="checkbox"/> 310 Agriculture <input type="checkbox"/> 320 Other Food & Drug <input type="checkbox"/> 330 Drug Related Matters <input type="checkbox"/> 340 Liquor License <input type="checkbox"/> 350 R.R. & Truck <input type="checkbox"/> 360 Airline Regs. <input type="checkbox"/> 370 Occupational Safety/Health <input type="checkbox"/> 380 Other LABOR <input type="checkbox"/> 390 Labor Transfer Act <input type="checkbox"/> 400 Labor/Management Relations <input type="checkbox"/> 410 Labor/Management Reporting & Disclosure Act <input type="checkbox"/> 420 Railway Labor Act <input type="checkbox"/> 430 Other Labor Legislation <input type="checkbox"/> 440 Single Act, Inc. Railway Act	BANKRUPTCY <input type="checkbox"/> 450 Appeal 28 USC 158 <input type="checkbox"/> 460 Writings <input type="checkbox"/> 470 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 480 Copyright <input type="checkbox"/> 490 Patents <input type="checkbox"/> 500 Trademark SOCIAL SECURITY <input type="checkbox"/> 510 SSA (1944) <input type="checkbox"/> 520 Social Security Act <input type="checkbox"/> 530 Social Security Act <input type="checkbox"/> 540 Social Security Act <input type="checkbox"/> 550 Social Security Act <input type="checkbox"/> 560 Social Security Act <input type="checkbox"/> 570 Social Security Act <input type="checkbox"/> 580 Social Security Act <input type="checkbox"/> 590 Social Security Act <input type="checkbox"/> 600 Social Security Act	OTHER STATUTES <input type="checkbox"/> 610 State Responsibility <input type="checkbox"/> 620 Antitrust <input type="checkbox"/> 630 Banks and Banking <input type="checkbox"/> 640 Commercial Code <input type="checkbox"/> 650 Deposition <input type="checkbox"/> 660 Federal Reserve and Comptroller of the Currency <input type="checkbox"/> 670 Securities Exchange <input type="checkbox"/> 680 Securities Exchange <input type="checkbox"/> 690 Securities Exchange <input type="checkbox"/> 700 Securities Exchange <input type="checkbox"/> 710 Securities Exchange <input type="checkbox"/> 720 Securities Exchange <input type="checkbox"/> 730 Securities Exchange <input type="checkbox"/> 740 Securities Exchange <input type="checkbox"/> 750 Securities Exchange <input type="checkbox"/> 760 Securities Exchange <input type="checkbox"/> 770 Securities Exchange <input type="checkbox"/> 780 Securities Exchange <input type="checkbox"/> 790 Securities Exchange <input type="checkbox"/> 800 Securities Exchange
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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-44

Authority For Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of indexing the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) **Plaintiffs - Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. **Residence (citizenship) of Principal Parties.** This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section IV above, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. **Cause of Action.** Report the civil status directly related to the cause of action and give a brief description of the cause.

VII. **Requested in Complaint. Class Action.** Place an "X" in this box if you are filing a class action under Rule 23, F.R.C.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demands such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS-44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

RIDER

DEFENDANTS: Janis Farrell, Harrison Snell, Rayfield McGhee, Michael McKenzie, Patrick Synmole, Lubble Harper, Richard Mays, Robert Pryce, Barnes McGhee Neal Poston & Segue, Barnes McGhee Segue & Harper, McKenzie McGhee & Harper and McKenzie McGhee & Pryce

RELATED CASE(S) IF ANY: There are no pending related matters. However, this lawsuit is closely related to two matter previously pending in this Court. Those matters are: ²FDIC v. Barnes McGhee, et al., Civil Action No. 95-5578 (JAG); and Fyn Syn v. Bankers Trust Company, et al., Civil Action No. 95-1671 (DRD).

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DWYER KINBURN HALL & GOLUB
A Professional Corporation
16 Furler Street
P.O. Box 437
Totowa, New Jersey 07511-0437
(973) 785-4100
(DK-3298)

Attorneys for FEDERAL DEPOSIT INSURANCE CORPORATION
in its capacity as Receiver for LINCOLN
SAVINGS AND LOAN, F.A.

FEDERAL DEPOSIT INSURANCE
CORPORATION in its capacity as Receiver for
LINCOLN SAVINGS AND LOAN, F.A.,

Plaintiff,

v.

JANIS FARRELL, HARRISON SNELL,
RAYFIELD MCGHEE, MICHAEL
MCKENZIE, PATRICK SYNMOIE, LUBBIE
HARPER, RICHARD MAYS, ROBERT
PRYCE, BARNES MCGHEE NEAL POSTON
& SEGUE, BARNES MCGHEE SEGUE &
HARPER, MCKENZIE MCGHEE & HARPER
and MCKENZIE MCGHEE & PRYCE,

Defendants.

CIVIL ACTION NO.

01-4770
(JAG)

COMPLAINT

Plaintiff, the Federal Deposit Insurance Corporation in its capacity as Receiver of Lincoln Savings and Loan, F.A., by its attorneys, Dwyer Kinburn Hall & Golub, as and for its complaint herein says:

NATURE OF THE ACTION

1. This action for attorney malpractice, breach of contract and breach of fiduciary duty is brought by the Federal Deposit Insurance Corporation ("FDIC"), as Receiver of Lincoln Saving and Loan, F.A., a failed financial institution. The Resolution Trust Corporation ("RTC"), predecessor to the FDIC for these purposes, retained the defendant law firms to handle a litigation seeking to preserve assets belonging to the Receivership worth in excess of \$2.5 million. The individual attorneys responsible for the matter, Janis Farrell and Harrison Snell, failed to file proper pleadings, failed to monitor the litigation, and failed to keep RTC and FDIC apprised of the progress of the litigation. Thereafter, Janis Farrell compounded these errors by committing the FDIC to an improvident settlement that proposed to pay the FDIC only a fraction of what its claim was worth. Janis Farrell represented to the Court and all parties that the FDIC had authorized the settlement, when in truth and in fact the FDIC had never given any such authorization to Ms. Farrell. As a result of Ms. Farrell's and Mr. Snell's actions and inactions, the FDIC was required to consummate the settlement Ms. Farrell had agreed to, at a loss to the Receivership of over \$2.3 million. This action seeks to recover that loss from the law firms and individual attorneys responsible for the handling of this matter, and from the partners of those law firms, who are vicariously responsible for the acts of the partnerships.

PARTIES

2. Plaintiff, the FDIC, is a corporation duly organized under the laws of the United States pursuant to 12 U.S.C. § 1819, having its principal place of business at 550 17th Street, N.W., Washington, D.C. 20429. The FDIC is charged with insuring the deposits of certain banks and savings associations, and with the responsibility for managing and resolving certain failed

financial institutions.

3. Defendant Janis Farrell is, upon information and belief, a Florida resident residing at 112 Webster Lane, Palm Coast, Florida 32154.

4. Defendant Harrison Snell is, upon information and belief, a New Jersey resident having a principal place of business at 1 Riverfront Plaza, Newark, New Jersey 07102.

5. Defendant Rayfield McGhee is, upon information and belief, a Florida resident with a principal place of business at McKenzie McGhee Pryce & Auzene, 10800 Biscayne Boulevard, Suite 950, Miami, Florida 33161.

6. Defendant Michael McKenzie is, upon information and belief, a resident of Washington, D.C., having a principal place of business at 1620 L Street, Suite 900, Washington, D.C. 20036.

7. Defendant Patrick Synmoie is, upon information and belief, a New York resident with a principal place of business at c/o McGhee & Associates, 225 Broadway, New York, New York 10007.

8. Defendant Lubbie Harper is, upon information and belief, a resident of Connecticut, residing at 87 Den Hollow Road, Guilford, Connecticut.

9. Defendant Richard Mays is, upon information and belief, a resident of Arkansas, having a principal place of business at 41 Kings Arms Road, Little Rock, Arkansas 72207.

10. Defendant Robert Pryce is, upon information and belief, a resident of California having a principal place of business at McKenzie McGhee & Pryce, 333 South Grand Avenue, Suite 2008, Los Angeles, California 90071

11. Defendant Barnes McGhee Neal Poston & Segue is, upon information and belief, a law firm partnership that is out of business, with no place of operation, formerly headquartered

in New York, New York.

12. Defendant Barnes McGhee Segue & Harper is, upon information and belief, a successor law firm partnership to Barnes McGhee Neal Poston & Segue, that is likewise out of business, with no place of operation, formerly headquartered in New York, New York.

13. Defendant McKenzie McGhee & Harper is, upon information and belief, a successor law firm partnership to Barnes McGhee Neal Poston & Segue, that is likewise out of business, with no place of operation, formerly headquartered in New York, New York.

14. Defendant McKenzie McGhee & Pryce is, upon information and belief, a successor law firm partnership to Barnes McGhee Neal Poston & Segue, that is headquartered at 333 South Grand Avenue, Suite 2008, Los Angeles, California 90071.

JURISDICTION AND VENUE

15. The FDIC is an agency of the United States and, pursuant to 12 U.S.C § 1819(a) and (b) and 28 U.S.C. § 1345, the district court has original jurisdiction over all actions commenced by the FDIC or to which the FDIC is a party.

16. Venue is proper pursuant to 28 U. S. C. § 1391(b) in that a substantial part of the events or omissions giving rise to the claim occurred in the District of New Jersey, and because at least one defendant resides in this District.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

The Regulatory History

17. Prior to August 1989, Lincoln Savings and Loan Association, headquartered in Irvine,

California, was a savings and loan association whose deposits were insured by the Federal Savings and Loan Insurance Corporation. One of the subsidiaries of Lincoln Savings and Loan Association was Amcor Funding Corp. ("Amcor").

18. The Federal Home Loan Bank Board ("FHLBB") on August 2, 1989 appointed the Federal Savings and Loan Insurance Corporation ("FSLIC") as Receiver for Lincoln Savings and Loan Association. On the same day FHLBB authorized FSLIC to organize a new federal mutual thrift known as Lincoln Savings and Loan, F.A. ("Lincoln F.A."). FHLBB also named FSLIC Conservator of Lincoln F.A. All assets and liabilities of Lincoln Savings and Loan Association were transferred to Lincoln F.A.

19. With the enactment of the Financial Institutions Reform, Recovery and Enforcement Act on August 9, 1989, the RTC succeeded FSLIC as Conservator of Lincoln F.A.

20. The Office of Thrift Supervision by Order 91-139 on March 8, 1991 replaced the RTC as Conservator with RTC as Receiver for Lincoln F.A. As Receiver, RTC held title to all assets formerly held by Lincoln Savings and Loan Association and its subsidiaries, including Amcor.

21. RTC's existence was terminated by operation of law on December 31, 1995, and the FDIC assumed the Receivership of Lincoln F.A. and thereby title to the claims in this action.

The Purchase of Stock by Amcor and the Conversion of Amcor's Stock

22. In or about February 14, 1989, Amcor entered into a written Stock Sale Agreement with Fyn Syn Capital Corp. ("Fyn Syn"), pursuant to which Amcor purchased 10.333 shares of 9% Cumulative Redeemable Preferred Stock of Wickes Lumber Company (the "Preferred Stock") for \$849,167.12. Wickes Lumber Company ("Wickes") was a signatory to the Stock

Sale Agreement.

23. Pursuant to the February 14, 1989 Stock Sale Agreement, on that same date Fyn Syn transferred to Amcor, by executing a Stock Power, Wickes' Stock Certificate P-7 representing the Preferred Stock that Fyn Syn had sold to Amcor.

24. On July 23, 1993, Fyn Syn entered into a Stock Purchase Agreement with Riverside Group, Inc. ("Riverside") whereby Fyn Syn agreed to sell, and Riverside agreed to buy, *inter alia*, 10.333 shares of 9% Cumulative Redeemable Preferred Stock of Wickes Lumber Company. The price for the shares was \$1,493,333.

25. The shares of Preferred Stock that Fyn Syn agreed to sell to Riverside were the same shares it had previously sold to Amcor. Fyn Syn knew or should have known that it was selling the same stock twice, to different parties.

26. On July 30, 1993, Arthur M. Goldberg, President of Fyn Syn, executed an Affidavit of Loss and Indemnity Agreement. Mr. Goldberg stated, under oath, that:

- a. He was entitled, as President of Fyn Syn, to possession of a Certificate for 10.33 shares of the Preferred Stock of Wickes, which Certificate is numbered P-7.
- b. That the Certificate had been lost and could not be found or produced.
- c. That neither Fyn Syn nor anyone acting on its behalf had disposed of the Certificate or the shares of stock evidenced thereby, nor given any person any power or transfer of the stock.
- d. That the affidavit was given to induce Wickes to issue a replacement Certificate for 10.33 shares of Preferred Stock of Wickes.

27. Mr. Goldberg's affidavit was false when made and should have been known by Fyn Syn to be false when made.

28. Wickes knew or should have known of the falsity of Mr. Goldberg's affidavit at the time it was received, because Wickes was a signatory to the Stock Sale Agreement between Fyn Syn and Amcor.

29. Notwithstanding the falsity of the Goldberg affidavit, Wickes issued a replacement Certificate P-11 to Fyn Syn for 10.333 shares of Wickes Preferred Stock on July 29, 1993.

30. Thereafter, on August 11, 1993, Wickes cancelled Certificate P-11 and issued to Fyn Syn replacement Certificate P-12 for 10.333 shares of Wickes Preferred Stock, which was identical to P-11 except that it contained a limitation on transfer of the securities, as Certificate P-7 had.

31. On September 20, 1993 Wickes entered into an Equity Recapitalization Agreement with its Securityholders. The Agreement identified Riverside as a Securityholder, but did not identify Amcor as a Securityholder. At the time of the Equity Recapitalization Agreement Wickes had only six Securityholders.

32. The Equity Recapitalization Agreement provided for Wickes to publicly issue common stock, to raise a minimum of \$30 million. The Agreement further provided that each share of Preferred Stock would be exchanged for and become the New Common Stock, which would be publicly traded.

33. On or about October 22, 1993, Wickes completed its public offering of New Common Stock, and Riverside received 103,922 shares of New Common Stock in exchange for its Preferred Stock. The Wickes New Common Stock began trading on the NASDAQ market on that day.

34. RTC's Preferred Stock was tortiously converted by Fyn Syn and/or Riverside and/or Wickes no earlier than July 23, 1993 and no later than October 22, 1993.

35. On February 10, 1994, Bank of America, as custodian for RTC of stock Certificate P-7 representing the Wickes Preferred Stock, wrote to Wickes seeking to re-register the securities as directed by RTC.

36. Wickes responded to Bank of America on March 29, 1994. Wickes advised of the replacement Certificate that had been issued to Fyn Syn on August 3, 1993, and of the further transfer of that certificate to Riverside on August 11, 1993. Wickes advised of the conversion of Riverside's Preferred Stock on October 22, 1993 into common shares of stock.

37. The March 29, 1994 letter from Wickes to the Bank of America was the first notice to RTC that its ownership of the Preferred Stock had been interfered with, or lost.

38. Upon receipt of the March 29, 1994 letter RTC learned that its Preferred Stock had been converted.

39. The highest price of Wickes' common stock from the date of conversion of the Preferred Stock to the date of RTC's first notice of the conversion was \$24.75 per share, a price reached on February 23 and 24, 1994.

40. The value of the Preferred Stock converted by Fyn Syn and/or Riverside and/or Wickes was \$2,572,069.50 ($103,922 \times \24.75 per share = \$2,572,069.50).

41. On March 29, 1994 Wickes put Fyn Syn on notice of RTC's claim to the Preferred Stock.

The Litigation over the Converted Stock

42. Wickes filed suit against Fyn Syn and Riverside on July 8, 1994 in the United States District Court of the Middle District of Florida, Jacksonville Division, under Case No. 94-655-C:V-J-10 (the "Florida Action"). That complaint sought a determination of the conflicting

claims to the Preferred Stock, and other relief. Neither Amcor nor RTC was made a party to that suit at that time.

43. On July 12, 1994 Wickes obtained a Temporary Restraining Order prohibiting Fyn Syn from negotiating, selling or exchanging a Promissory Note and Pledge Agreement it had received from Riverside as part of the consideration for the sale of the Preferred Stock.

44. Wickes filed an Amended Complaint in the Florida Action on or about July 25, 1994, adding several additional defendants. Neither Amcor nor RTC was made a party to that suit at that time. The Amended Complaint added various fraud claims against Fyn Syn.

45. On or about August 1, 1994 Fyn Syn and Wickes Lumber Investment Partners filed suit against Bankers Trust Company, Bankers Trust (Delaware), BT Securities Corporation, Riverside, American Financial Acquisition Corporation and Wickes in the Superior Court of New Jersey, Essex County, Chancery Division, under Docket No. C-207-94 (the "New Jersey Action"). Fyn Syn conceded in its complaint that it had sold the same Preferred Stock to both Amcor and Riverside, but contended that it had done so unknowingly, and as a result of the fault of the defendants.

46. The RTC authorized the retention of a law firm, Barnes McGhee Neal Poston & Segue ("Barnes McGhee"), on or about August 2, 1994, to provide legal services in connection with the RTC's claim to the Preferred Stock.

47. Prior to August 2, 1994, Barnes McGhee had held itself out to the RTC as a minority owned law firm partnership, with offices nationwide, including offices in New York, Florida and New Jersey.

48. All of the individual named defendants held themselves out as partners of Barnes McGhee and/or its successor firms.

49. RTC wrote to Joseph Barnes at Barnes McGhee's New York offices on or about August 10, 1994, to confirm Barnes McGhee's retention on the Wickes Preferred Stock matter, and to send material relevant to that retention.

50. Wickes filed a Second Amended Complaint in the Florida Action on September 19, 1994. This Complaint named Amcor as a defendant, though RTC, then the proper party defendant, was not named.

The Malpractice of Barnes McGhee

51. On September 23, 1994 Janis Farrell wrote to the RTC, transmitting a memorandum the law firm had prepared analyzing RTC's claims in regard to the Wickes Preferred Stock. The letterhead showed the law firm's name to have changed to Barnes McGhee Poston & Segue. The memorandum concluded that RTC was entitled to \$1.5 million.

52. The memorandum was an incorrect statement of the law, as the RTC was entitled to over \$2.5 million.

53. RTC modified its retention of the Barnes McGhee firm on or about October 11, 1994 to include litigation related to the Wickes Preferred Stock.

54. Barnes McGhee Poston & Segue, by Janis Farrell and Rayfield McGhee, on November 9, 1994, filed a motion for enlargement of time for Amcor to answer Wickes' Second Amended Complaint.

55. On November 10, 1994 Michael McKenzie wrote to RTC to advise that the law firm had changed its name to Barnes McGhee Segue & Harper.

56. Janis Farrell, for Barnes McGhee Segue & Harper, filed and served in the Florida Action on November 11, 1994, a Notice of Appearance for Amcor, a Motion seeking to

substitute RTC for Amcor, and an answer "with counterclaims and cross claims. The counterclaims and cross claims asserted claims against Wickes, Fyn Syn and Riverside for breach of contract, breach of fiduciary duty, negligence, fraud and conversion. Compensatory damages of \$1,612,000 were sought, together with interest, punitive damages and attorneys' fees.

57. On November 22, 1994 Janis Farrell submitted a proposed Litigation Budget Form to RTC for the Wickes litigation. She stated that the Estimated Recovery Value was \$2 million, and that the Estimated Judgment Probability was 96%. The budget totaled \$100,000.

58. Barnes McGhee Segue & Harper sent RTC two invoices for work on the Wickes matter on December 7, 1994. The first was in the amount of \$20,332.75. RTC paid \$17,694.40 against that invoice. The second invoice was for \$17,326.95 and that invoice was paid in full.

59. On February 8, 1995 the Florida Action was dismissed without prejudice so that the claims between the parties could be determined in the New Jersey Action.

60. On or about March 15, 1995 Wickes filed a third-party claim against RTC in the New Jersey Action.

61. On April 5, 1995, Janis Farrell prepared a Notice of Removal to take the New Jersey Action to the United States District Court in New Jersey. The Notice was signed by Harrison Snell as "Of Counsel" to Barnes McGhee Segue & Harper. The action in federal court was assigned Civil Action No. 95-1671 and assigned to the Honorable Dickinson R. Debevoise (the "New Jersey Federal Action").

62. In fact, Harrison Snell was not "Of Counsel" to Barnes McGhee Segue & Harper. He and Janis Farrell agreed that he would hold himself out as "Of Counsel" to the firm, and the firm would bill his time to the RTC as though he was associated with the firm.

63. In April 1995 Harrison Snell had a Legal Services Agreement with RTC in his own name, and thus a pre-existing attorney-client relationship with RTC.

64. After April 5, 1995 Harrison Snell had stated that he did no further work on the New Jersey Federal Action, except to receive mail and pleadings and pass such materials on to Janis Farrell, if it did not appear that a copy had been sent directly to her. All work thereafter in the Action was done by Janis Farrell.

65. Janis Farrell was never authorized or licensed to practice law in New Jersey, in either the State or federal courts.

66. Janis Farrell advised Mr. Snell that she was not a licensed New Jersey lawyer, and was not admitted to the Bar of the New Jersey United States District Court.

67. Despite the fact that Janis Farrell was not admitted to the Bar of the New Jersey United States District Court, neither she nor Mr. Snell made any effort to obtain her admission, either on a *pro hac vice* or plenary basis.

68. Barnes McGhee Segue & Harper filed an answer in the New Jersey Federal Action on August 2, 1995. No counterclaim or cross-claim was filed then or at any other time in either the New Jersey Action or the New Jersey Federal Action. The answer purports to be signed by Harrison Snell.

69. The New Jersey Federal Action was consolidated with another action previously filed in the New Jersey United States District Court by Riverside, bearing Civil Action No. 95-686 on August 2, 1995. At the same time, all proceedings in the consolidated actions were stayed to allow time for mediation.

70. On October 30, 1995 Janis Farrell wrote to the Honorable Dickinson R. Debevoise to advise that the RTC consented to mediation.

71. In or about October 1995 Joseph Barnes pled guilty to federal criminal tax violations, and was thereafter sentenced to a term of imprisonment and other penalties. As a result of his conviction, Joseph Barnes left the law firm, and the law firm changed its name to McKenzie McGhee & Harper.

72. On November 8, 1995, Janis Farrell, on the letterhead of McKenzie McGhee & Harper, sent a telecopy to RTC enclosing information about the upcoming mediation.

73. The first mediation session to resolve the New Jersey Federal Action was held on May 7, 1996. Janis Farrell appeared without a representative of the FDIC. At that session, Fyn Syn proposed a settlement whereby the FDIC would give up certificate P-7 in exchange for 50,000 shares of Wickes common stock.

74. On May 7, 1996, the closing price for Wickes' common stock was \$4.875 per share. Thus, the value of Fyn Syn's offer on that day was \$243,750.

75. The Fyn Syn offer represented less than ten percent of the value of the FDIC's claims.

76. Janis Farrell knew or should have known that such a settlement was not in FDIC's best interest. Fyn Syn has no legal or factual defense to FDIC's claims, which were worth about \$2.5 million. Janis Farrell had an obligation to advise the FDIC that such a settlement was not in its best interests.

77. Janis Farrell did not communicate the Fyn Syn offer to the FDIC.

78. On September 13, 1996 the mediator, William J. Hunt, wrote to Janis Farrell stating "I have been unsuccessful in my many attempts to contact you by telephone over the past several months. It is essential that I confer with you immediately to discuss your client's position."

79. Harrison Snell received a copy of Mr. Hunt's September 13, 1996 letter, but took no action with respect to it.

80. Ms. Farrell finally had a telephone conversation with Rex Taylor, the attorney at FDIC then responsible for the handling of the New Jersey Federal Action, on November 8, 1996. She advised, for the first time, that Fyn Syn had made a settlement offer, though the details of the offer were not relayed. Mr. Taylor advised that the offer would have to be put in writing, and that Ms. Farrell would have to submit an estimate of future litigation costs and an analysis of the litigation and the likelihood of success before any settlement offer could be acted upon.

81. On November 13, 1996 Janis Farrell appeared at the second mediation session, again without a representative of the FDIC, despite the fact that the mediator, William Hunt, had requested her to appear with a client representative. At the mediation session Ms. Farrell stated that the FDIC had accepted Fyn Syn's offer.

82. Prior to November 13, 1996, FDIC did not know of, and did not accept, Fyn Syn's offer.

83. On November 13, 1996, the closing price for Wickes common stock was \$4.125 per share. Thus, the value of Fyn Syn's offer on that day was \$206,250.

84. The Fyn Syn offer represented less than eight percent of the value of the FDIC's claims.

85. On November 13, 1996, after the mediation session, and after announcing that the FDIC had accepted Fyn Syn's offer, Janis Farrell for the first time communicated the details of Fyn Syn's offer to Mark Libera, an attorney for FDIC. Mr. Libera advised that he would pass the offer along to those at FDIC with authority to accept or reject it, and that he would not recommend a settlement on those terms. He also asked that Ms. Farrell obtain written confirmation from Fyn Syn of the offer.

86. After the November 13, 1996 conversation with Mr. Libera, Ms. Farrell never again

contacted the FDIC. All attempts by the FDIC to contact Ms. Farrell to determine the status of the matter were unavailing.

87. Counsel for Fyn Syn wrote to Janis Farrell on November 14, 1996 to confirm the terms of the settlement she had agreed to. Along with the letter was a proposed form of a Stipulation of Dismissal. Farrell never sent this letter or the enclosure to the FDIC.

88. At or about the time of the second mediation session, a settlement was entered into between Fyn Syn and Bankers Trust, one of the defendants. Bankers Trust was to pay \$250,000 to Fyn Syn, and as part of the agreement all parties, including the FDIC, would be barred from asserting claims against Banker Trust.

89. On December 6, 1996 counsel for Fyn Syn wrote to Janis Farrell, stating that he had called her office four times over the past several days, and asking to schedule a closing on the settlement.

90. On December 16, 1996 counsel for Fyn Syn wrote to Janis Farrell confirming a telephone conversation in which she had agreed to schedule a closing of the settlement.

91. On December 23, 1996 counsel for Fyn Syn wrote to Janis Farrell confirming his attempts to reach her over the last several days. The letter stated that Ms. Farrell had confirmed the FDIC's agreement with the form of the Stipulation of Dismissal and agreed to sign it and send it by overnight delivery, but it had not yet arrived.

92. On December 31, 1996 counsel for Fyn Syn wrote to Janis Farrell because she had failed to execute the Stipulation of Dismissal with respect to Bankers Trust. Ms. Farrell had failed to respond to dozens of messages.

93. On January 10, 1997 Janis Farrell signed the Bankers Trust Stipulation of Dismissal on behalf of McKenzie McGhee & Harper, and sent it to counsel for Fyn Syn.

94. On January 16, 1997 counsel for Fyn'Syn wrote to Janis Farrell requesting a date for the closing on the FDIC settlement. The letter confirmed a conversation in which Ms. Farrell stated that she was not able to close because her law firm's contract with the FDIC had expired on December 31, 1996.

95. On January 27, 1997 counsel for Fyn Syn wrote to Janis Farrell requesting a date for the closing. The letter stated that Ms. Farrell had ignored numerous phone messages.

96. On February 14, 1997 counsel for Fyn Syn wrote to William J. Hunt, the mediator, seeking his assistance in obtaining a closing date from Ms. Farrell, who had ignored an "incredible number of telephone calls."

97. At the request of counsel for Fyn Syn, the Court set a settlement conference for March 25, 1997 to discuss the problems in implementing the settlement between FDIC and Fyn Syn.

98. Neither Janis Farrell nor Harrison Snell appeared at the Court ordered conference.

99. As a result, on March 27, 1997 the Court issued an Order to Show Cause, directing the attorneys to show cause why the Fyn Syn/FDIC settlement should not be consummated and why Janis Farrell and McKenzie McGhee & Harper should not be sanctioned for the failure to appear on March 25, 1997.

100. Harrison Snell received the Court's Order to Show Cause, but took no action other than to confirm that a copy had reached Ms. Farrell's office. He did not send the Order to the FDIC or otherwise notify the agency of what was going on. He did not appear on the return date.

101. The return date of the Order to Show Cause was April 2, 1997. At that date Janis Farrell appeared on behalf of McKenzie McGhee & Harper. Ms. Farrell stated, on the record:

First, I apologize Your Honor. I am -- the firm has split up. I am no longer with the firm. I am actually with a firm which was a subpart of the firm, actually in Los Angeles now. I'm based on Los Angeles. . . .

When the New York office had a litigation presence I was actually in charge of that.

102. At the April 2, 1997 conference Ms. Farrell advised the Court that Rex Taylor had agreed to the settlement, and that she had notified Mark Libera by fax of the Order to Show Cause hearing. Both of these statements were false.

103. At the April 2, 1997 conference Janis Farrell, on behalf of McKenzie McGhee & Harper, executed a Stipulation of Dismissal with Prejudice of the New Jersey Federal Action. Under her signature she handwrote the notation "w/ authority."

104. As a result of the April 2, 1997 conference, the Court entered an Order on April 3, 1997 ordering the FDIC to consummate the settlement with Fyn Syn on April 21, 1997.

105. Neither Janis Farrell nor Harrison Snell sent the April 3, 1997 Order to the FDIC.

106. On April 7, 1997 counsel for Fyn Syn wrote to Janis Farrell asking for Mark Libera's address so that, as agreed in Court, he could be directly sent a copy of the April 3, 1997 Order. Ms. Farrell never responded to this letter.

107. In early April 1997 the FDIC, while unaware of the event transpiring in the New Jersey Federal Action, decided to terminate Janis Farrell and McKenzie McGhee & Harper, because they had been unable to contact Ms. Farrell for such an extended period of time. The matter was assigned to an in-house attorney at the FDIC in New York, Marie Nardino.

108. Ms. Nardino made several efforts to reach Ms. Farrell, but they were all unsuccessful. Finally, on April 17, 1997, Ms. Nardino sent an FDIC paralegal to review the docket in federal court. It was on that day, for the first time, the FDIC learned of the purported settlement between Fyn Syn and FDIC, and the Court ordered closing date.

109. On April 22, 1997 FDIC moved to set aside the purported settlement. The Court decided that a factual record should be created and allowed discovery. As a result Mr. Taylor and Mr. Libera were deposed.

110. On May 8, 1997 Michael McKenzie, on behalf of McKenzie McGhee & Harper, executed a substitution of attorney to permit Marie Nardino to serve as counsel of record in the New Jersey Federal Action.

111. On October 6, 1997 the Court entered an opinion on the FDIC's motion to set aside the purported settlement. The Court assumed for purposes of its opinion that Janis Farrell acted without authority from the FDIC, but found the settlement to be binding nonetheless. The FDIC was ordered to proceed to a closing on October 30, 1997.

112. On October 30, 1997, as required by the Court's Order, FDIC tendered Certificate P-7 and received 50,000 shares of Wickes Common Stock. On that day, as of the close of trading Wickes Common Stock was selling for \$4 per share. Thus, the FDIC received a total of \$200,000 for its Preferred Stock.

113. The defendants deviated from the standard of care for attorneys.

114. As a result of the defendants' negligence, FDIC's claims against Fyn Syn, Wickes and Riverside were never asserted in the New Jersey Federal Action.

115. Had FDIC's claims against Fyn Syn, Wickes and Riverside been properly asserted in the New Jersey Federal Action, FDIC would have prevailed on those claims.

116. But for the negligence of the defendants, FDIC would have obtained a judgment against Fyn Syn and/or Wickes and/or Riverside in the amount of \$2,572,069.50 plus interest and, if fraud were proven, punitive damages and attorneys' fees.

117. The loss to the FDIC from the defendants' negligence is \$2,372,069.50 plus

interest and, if fraud were proven, punitive damages and attorneys fees.

118. Each of the individual defendants, except Harrison Snell, was a partner in the law firms named as defendants in this action.

119. Each of the individual defendants, except Harrison Snell, held themselves out or knowingly allowed others to hold each of them out to the RTC/FDIC and others as partners in the law firms named as defendants in this action.

120. Each of the individual defendants, except Harrison Snell, is vicariously liable for the actions of the law firms named as defendants in this action.

121. ⁴ Harrison Snell is directly liable to the plaintiff because of his role in the litigation over the Preferred Stock, and because of his direct attorney-client relationship with the plaintiff.

COUNT I

(NEGLIGENCE)

122. Plaintiff repeats and realleges the prior allegations of the complaint.

123. An attorney-client relationship existed between plaintiff and the defendants in connection with the protection of plaintiff's interest in the Preferred Stock.

124. Janis Farrell did not have the requisite degree of learning, skill and ability necessary to the practice of her profession and which others similarly situated ordinarily possess.

125. None of the defendants handling this matter exercised their best judgment in the prosecution of the legal matter entrusted to them.

126. None of the defendants handling this matter exercised reasonable and ordinary care and diligence in the use of their skill and in the application of their knowledge to their client's cause.

127. The attorney-client relationship imposed a duty of care upon the defendants in their representation of plaintiff. The duty of care was to exercise at least the reasonable knowledge and skill exercised by lawyers of ordinary ability and skill in New Jersey.

128. Defendants held themselves out as having special expertise in complex litigation. As a result, defendants' duty of care was to exercise the knowledge and skill exercised by lawyers with special expertise in complex litigation in New Jersey.

129. By the conduct alleged herein, defendants negligently breached the duty of care they owed to plaintiff.

130. But for the defendants' breach of duty, plaintiff would have recovered the full value of its claims relating to the Preferred Stock

131. As a result of the defendants' negligence, plaintiff recovered only a small percentage of the value of its claims relating to the Preferred Stock and thereby suffered damages.

COUNT II

(GROSS NEGLIGENCE)

132. Plaintiff repeats and realleges the prior allegations of the complaint.

133. Defendants' conduct so deviated from the standard of care required of professionals under the circumstances as to constitute gross negligence.

134. But for the defendants' breach of duty, plaintiff would have recovered the full value of its claims relating to the Preferred Stock

135. As a result of the defendants' negligence, plaintiff recovered only a small percentage of the value of its claims relating to the Preferred Stock and thereby suffered

damages.

COUNT III

(BREACH OF FIDUCIARY DUTY)

136. Plaintiff repeats and realleges the prior allegations of the complaint.

137. Defendants had a duty to keep their client fully informed concerning the conduct of the New Jersey Federal Action, and in particular, any settlement discussions or offers.

138. By the conduct alleged herein, defendants breached their fiduciary obligation to plaintiff.

139. As a result of defendants' breach of fiduciary duty, plaintiff did not learn of the settlement offers in a timely manner, and did not have the opportunity to reject the offer as inadequate, obtain a fair settlement or litigate the matter to conclusion.

140. But for the defendants' breach of fiduciary duty, plaintiff would have recovered the full value of its claims relating to the Preferred Stock.

141. As a result of the defendants' breach of fiduciary duty, plaintiff recovered only a small percentage of the value of its claims relating to the Preferred Stock and thereby suffered damages.

COUNT IV

(BREACH OF CONTRACT)

142. Plaintiff repeats and realleges the prior allegations of the complaint.

143. Through a series of written Legal Services Agreements, defendants contracted

and agreed to provide legal services to plaintiff in accordance with the terms and conditions of those Agreements, and the documents incorporated therein by reference, in consideration for plaintiff's payment of defendants' legal fees.

144. By the conduct alleged herein, defendants breached their obligations to plaintiff under their Agreements to provide legal services to plaintiff with regard to the Preferred Stock.

145. Plaintiff complied with all of its obligations to defendants under the Agreements.

146. But for the defendants' breach of contract, plaintiff would have recovered the full value of its claims relating to the Preferred Stock

147. As a result of defendants' breach of contract, plaintiff received only a small fraction of the value of its claims relating to the Preferred Stock and thereby suffered damages.

WHEREFORE, the FDIC demands judgment in its favor, and against each defendant jointly and severally for the following relief:

- A. Compensatory damages of not less than \$2,372,069.50;
- B. Punitive damages;
- C. Interest;
- D. Attorneys' fees;
- E. Costs of suit;
- F. Such other and further relief as the Court deems just and proper.

DWYER-KINBURN HALL & GOLUB
A Professional Corporation
Attorneys for the FDIC

BY: 

DANIEL KINBURN

DATED: October 11, 2001

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Attorneys at Law

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Mary Ann Nobile Wilderotter
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Gregory W. Boyle
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Albert D. Barnes
Marie A. Accardi
Henry P. Butehorn
Edward H. Kerwin
Tara S. Redmond
Matthew Sapienza
Colleen L. Brandt
Timothy Coughlan

* NJ & NY Bars
* NJ & PA Bars

ALL REPLIES TO TINTON FALLS

July 15, 2003

PERSONAL AND CONFIDENTIAL

The Hon. Lubbie Harper
c/o John Gesmonde, Esq.
Gesmonde, Pietrosimone,
Sgrignari & Pinkus, LLC
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Hamden, CT 06518-2318

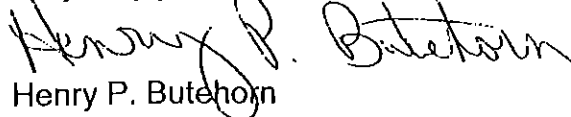
Re: FDIC v. Farrell
Our File No. 104-4750 MKT/HPB

Dear Judge Harper:

With reference to the above matter, enclosed herein please find a copy of the defense expert report from Robert McAndrew, Esq., dated July 10, 2003 for your review and personal file.

Thank you very much.

Very truly yours,


Henry P. Butehorn

HPB/el
Encl.

ROBERT W. MCANDREW

COUNSELLOR AT LAW

120 WASHINGTON STREET
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ALSO ADMITTED IN NEW YORK

July 10, 2003

Robert J. Re, Esq.
McElroy, Deutsch & Mulvaney, LLP
1300 Mt. Kimble Avenue
P.O. Box 2075
Morristown, New Jersey 07962-2075

RE: FDIC -vs- Farrell et al.
Docket No. 01-CV04770 (JAG, Jr.)
My File No.: 3166

Dear Mr. Re:

You have asked me to provide my opinion as to whether or not the defendants in the above captioned matter, Rayfield McGhee; Patrick Synmoie; Lubbie Harper; Robert Pryce; Barnes McGhee, Neal, Poston & Segue and Barnes, McGhee, Segue & Harper (sometimes hereinafter collectively referred to as the "McGhee defendants") committed legal malpractice in connection with legal services furnished to the plaintiff, FDIC, in connection with the handling of certain litigation involving the assets of Amcor Funding Corp. ("Amcor") a subsidiary of Lincoln Savings & Loan Association ("Lincoln"). Having reviewed and analyzed all of the materials which you have provided to me, I have concluded that the conduct of the defendants, within a reasonable degree of

Robert J. Ra, Esq.
July 10, 2003
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certainty, did not deviate from the usual standard of conduct that one would expect a reasonably prudent lawyer of ordinary ability to have exercised under the same or similar circumstances. I further conclude that it is questionable whether the plaintiff sustained any damages which proximately resulted from any action or inaction on the part of these defendants.

This report will set forth the documents which I have reviewed, the fact pattern which I have gleaned from my review of the documents, my analysis based upon those facts and my conclusion. This report constitutes my preliminary written report, and I reserve the right to amend or supplement same should additional facts or discovery be provided to me for review and comment.

I. Documents Reviewed

In connection with the preparation of this report I have reviewed the following documents:

1. Complaint;
2. Answer of Defendants;
3. Plaintiff's answers to interrogatories and included documents;

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4. Transcript of depositions of Janice Farrell dated 3/19/96 and 10/16/02 with exhibits;
5. Report of Michael Varbalow, Esq. dated 4/22/03;
6. Order and Opinion of the Hon. Dickinson R. Debevoise entered on October 6, 1997 in the case of *Riverside v. FynSyn Capital Corp. et al.*, Civil Action No. 95-686.

II. Recitation of Facts

The factual background in this matter is lengthy and convoluted. However, the gravamen of the plaintiff's Complaint is that the McChoo defendants committed legal malpractice by assigning a particular litigated matter to Janice Farrell. The case involved the claim by the FDIC (or its predecessor, the RTC) for the value of common stock of Wickes Lumber Company. The stock had been purchased by Amcor (a subsidiary of Lincoln) in 1989 from Fyn Syn Capital Corp. The same stock was allegedly sold to Riverside Group, Inc. in 1993 by Fyn Syn. When Wickes recapitalized and went public in late 1993, Riverside received approximately 104 shares of common stock and Amcor received nothing. Two pieces of litigation followed. The first was in federal court in Florida. This case was eventually dismissed in favor of a second suit originally filed in the Superior Court of New Jersey but removed the United States District Court for the

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District of New Jersey. The parties to that suit included Fyn Syn, Wickes and the RTC as the receiver for the assets of Amcor.

The RTC retained the McGhee defendants for both cases. The handling of the matters was assigned to Janice Farrell. Farrell was an experienced litigation attorney. She had been a staff attorney for the Securities and Exchange Commission for about four years and an Assistant at the United States Attorney's Office for the Southern District of New York for about six years. The FDIC alleges, and their expert Mr. Varbalow opines, that Ms. Farrell was negligent in her handling of the matter in that, among other things, she agreed to mediate the claim without the FDIC's approval and agreed to a settlement, also without the authority to do so. It is alleged that the McGhee defendants were negligent in assigning the matter to Farrell and in failing to supervise her handling of the litigation. It is further alleged that had Farrell properly handled the matter, the FDIC would have recovered a much greater sum.

III. Analysis and Opinion

The tort of legal malpractice is proven if the following elements are established: (1) an attorney client relationship existed; (2) there was a duty of care and competence incident to that attorney client relationship; (3) there was a breach of

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that duty of care; and (4) as a result of that breach the plaintiff suffered damages. See, e.g., *Albright v. Burno*, 206 N.J. Super. 625 (App. Div. 1986). It is a well-established principle that an attorney owes to a client a duty to exercise the degree of care, knowledge, skill and judgment that a reasonably prudent lawyer of ordinary ability would use under the same or similar circumstances. See, e.g., *Conklin v. Hannoeh Weissman*, 145 N.J. 395 (1993); *Ziegelheim v. Appollo*, 128 N.J. 250 (1992); *St. Plus X Retreat House v. Camden Diocese*, 88 N.J. 571 (1982). Thus, an attorney is not required to exhibit extraordinary skill or greater than average ability. Nor is an attorney a guarantor of the client's cause. So long as the attorney utilizes that degree of care and skill that a reasonable attorney of ordinary ability would apply to the situation, the attorney has fulfilled the duty that the law imposes. It is also true that an attorney has a duty to keep the client informed of the status of the matter as it progresses and to continue to give reasonable advice under the circumstances. *Ziegelheim v. Appollo*, 128 N.J. at 261. Finally, in giving advice, an attorney must do so in such a way that the client understands and appreciates the nature of the advice and the risks involved. See, *Conklin v. Hannoeh*

Robert J. Re, Esq.
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Weissman, 145 N.J. 395 (1993). It is not the attorney's place to substitute his judgment for that of his clients. See, e.g., *Ziegelheim v. Appollo*, supra. So long as the attorney has given the proper advice, he has fulfilled his duty. Finally, an attorney is only liable for those damages that proximately result from his or her negligence. See, e.g., *Lieberman v. Employers Ins. of Wausau*, 84 N.J. 325, 341 (1980).

In this matter, you have asked me to address the allegations of negligence as they apply to the assigning of the FDIC's case to Ms. Farrell and the alleged lack of supervision. Based on my understanding of the facts and the applicable legal principles, I have concluded that the McGhee defendants did not deviate from the course that reasonably prudent attorneys of ordinary ability would follow in like circumstances.

The plaintiff's expert concedes that a violation of the Rules of Professional Conduct does not create a cause of action for legal malpractice. Yet, he relies on RPC 5.2 in support of the proposition that defendant Joseph Barnes committed legal malpractice. The cited RPC actually deals with the responsibilities of a subordinate lawyer. RPC 5.1 deals with the responsibilities of a partner or supervisory lawyer, and it requires that such an attorney "make reasonable efforts to

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insure that" the subordinate attorneys conform to the RPCs. The plaintiff's allegations against the McGhee defendants in this regard do not appear to be based on any specific acts or omissions of the McGhee defendants, but rather solely on the facts relating to Farrell's alleged actions. Nor does the propounder of this proposition cite to any standard by which to measure the appropriate level of supervision. As such, the alleged failure to supervise appears to be a net opinion.

Anyone who has practiced as a partner or supervisory attorney knows that subordinate attorneys require different levels of supervision based on their level of experience, nature of the legal work assigned and amount of time available to the subordinate attorney to devote to the assignment. In this case, there does not appear to be any reason why one in a supervisory position over Ms. Farrell would not conclude that she was capable of handling the FDIC's case. She had over ten years experience as a litigator, including working for the SEC and the U.S. Attorney's Office. As such, there was a presumption of competency. At no time during the pendency of the matter, and before the settlement, was there any indication that the FDIC, as the client, had complained about the handling of the case or sought to have one of the McGhee defendants take the case away

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from Ms. Farrell. There is likewise nothing that I have seen to indicate that the FDIC was dissatisfied with the level of communication from Ms. Farrell to the extent that they felt obligated to make a complaint to one of the McGhee defendants. Under such circumstances, the McGhee defendants were justified in relying upon Farrell to properly handle the matter. The problems with the case, and the FDIC's dissatisfaction, did not come to light until after the case was settled by Ms. Farrell, allegedly without the FDIC's authority. If, in fact, she did not have authority to settle the case, she certainly would have concealed her wrongdoing from the McGhee defendants. Thus, by concealing her alleged wrongdoing from the McGhee defendants she not only compounded her wrongs, but denied them the opportunity to step in and attempt to correct the situation. On the whole, it cannot be said from the facts presented, that it was improper to assign the matter to Ms. Farrell or that the McGhee defendants did not properly supervise her, since no standard by which to measure the supervision has been established.

The FDIC also claims that they would have recovered much more than the amount of the settlement that Ms. Farrell accepted. However, there is a lack of evidence from which one can legitimately conclude that (1) a better offer would have

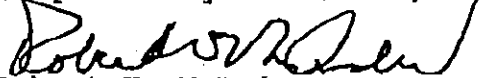
Robert J. Re, Esq.
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been made; (2) a judgment for a higher amount would have been obtained; and (3) that such a judgment would have been collectable. Admittedly, the burden of proof on the issue of collectability is on the party raising it. Nonetheless, the FDIC's allegations that they would have obtained a much higher settlement, or that recovery of a much greater amount was a realistic possibility, are not supported by any evidence that I have seen from the underlying case. Thus, the extent of the damages that the FDIC seeks in this case is subject to question.

IV. CONCLUSION

As a result of all of the above, it is my opinion, within a reasonable degree of certainty, that the McGhee defendants did not commit legal malpractice with respect to assigning the FDIC matter to Janice Farrell or by failing to supervise her. In addition, I question whether the plaintiff can prove that the quantum of damages claimed are, in fact, damages that reasonably and proximately flowed from the alleged malpractice.

Respectfully submitted,


Robert W. McAndrew

RWM:hs

ROBERT W. MCANDREW, ESQ.
120 WASHINGTON STREET
MORRISTOWN, NEW JERSEY 07960
973-538-6308

Undergraduate education: Brooklyn College; B.A. 1971

Legal Education: Seton Hall Law School; J.D., cum
laude, 1978; Law Review (Member
1976-77; Assistant Editor 1977-78)

Clerkship: Hon. Mark A. Sullivan, Associate
Justice, New Jersey Supreme Court -
1978-79.

Legal Experience:

Lum, Biunno & Tompkins (now Tompkins, McGuire
& Wachenfeld), Newark, New Jersey; Associate;
September 1979 - August 1982

Farabaugh & Friedland, West Orange, New
Jersey; In-house counsel for Travelers
Insurance Company; Associate; August 1982 -
December 1983

Law Office of Robert W. McAndrew, Roseland,
New Jersey; Managing Attorney for CNA
Insurance Companies' In-house litigation
office; December 1983 - November 1985

Law Office of Robert W. McAndrew, Livingston,
New Jersey; Managing Attorney for Continental
Insurance Company's In-house litigation
office; November 1985 - June 1988

Vice-President, Risk Consulting for Minet
International Professional Indemnity Brokers,
Inc. - July 1988 - September 1989; served as
legal consultant to law firm clients of the
company on matters of professional liability
risk management, claims issues and loss
prevention

Voorhees & Acciavatti, Morris Plains, New
Jersey; Associate from October 1989 - June
1990, and Partner from June 1990 to May 1994

Law Office of Robert W. McAndrew, Somerset,
New Jersey (May 1994 - May 1995) and Edison
New Jersey (May 1995 to April 1997); Managing
Attorney for National Consumer Insurance
Company's In-house litigation office; May 1994
- April 1997

Netchert, Dineen & Hillmann, Jersey City, New Jersey; Of Counsel; April 1997 - July 1999

Private Practice as sole practitioner -
Morristown, New Jersey - July 1999 - Present

Other Experience:

Teacher of English, New York City Board of Education, Boys High School, Brooklyn, New York - January 1972 - June 1973;

Governmental Affairs and Public Relations:
Transport of New Jersey - June 1973 - July 1978;
registered lobbyist; speech writing; company newspaper;

Member Adjunct Faculty, Seton Hall Law School - September 1979 - June 1984; taught Introduction to Law and Legal Writing.

Publications:

Comment, "Exclusionary Zoning: The Mount Laurel Case and the Implications of the Madison Township Case," 8 Seton Hall Law Review 460 (1977);

Article for American Arbitration Association Monthly Newsletter: "Arbitration of Legal Malpractice Claims - An Idea Whose Time Has Come" (1993-94);

Article for The Morris Lawyer: "To Err is Human; To Admit it is Supreme" - Analysis of recent New Jersey Supreme Court opinions on the entire controversy doctrine and underinsured motorists coverage (1997).

Bar Associations: Member, New Jersey and Morris County Bar Associations;

Trustee, Morris County Bar Association - 1998 - Present; Secretary - 2002; Treasurer - 2003;

Trustee, Morris County Bar Foundation - 2002 - Present; Secretary - 2002; Treasurer - 2003;

Member, NJSBA Special Committee on
Automobile Insurance Reform - 1997-1998.

Admitted to Practice:

New Jersey - 1978

New York - 1987

United States Supreme Court - 1993

United States District Court for the
District of New Jersey - 1978

United States Court of Appeals for the
Third Circuit - 1979

United States District Court for the
Southern District of New York 1998

Other Awards:

Seton Hall Law School:

Finalist (with Allyn Z. Lite, Esq.) in
Appellate Moot Court Competition - 1975-
76; Runner-up: Best Brief;

1975-76 - Lawyers Co-op Publishing Award
for Corporations;

Distinguished Alumnus of Nazareth Regional
High School - 1985;

Nazareth High School Team Player Award (co-
recipient with NYC Police Commissioner Raymond
Kelly) - 1993;

Chairman of the Board of Trustees of Nazareth
Regional High School, Brooklyn, New York -
1990-2000.

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Married; three children

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August 4, 1999

Attorney General Richard Blumenthal
55 Elm Street
Hartford, CT 06106

Re: Mark P. Kuncik v. State of Connecticut, et al.

Dear Attorney General Blumenthal:

I am writing to you on behalf of Judge Robert C. Leuba and the Judicial Branch to request your representation of the Honorable Lubbie Harper, Jr., a judge of the superior court, who is named as a defendant in the above-referenced lawsuit (copy enclosed) filed with the United States District Court for the District of Connecticut. It is unclear whether Judge Harper is named in his official capacity, in his individual capacity or both.

Judge Harper was personally served by a sheriff on July 30, 1999. The plaintiff, in a mostly unintelligible complaint, apparently alleges various constitutional violations stemming from his having been held in contempt of court on two occasions by Judge Harper. The plaintiff is seeking, inter alia, millions of dollars in damages.

Judge Harper is presiding over several criminal/motor vehicle matters in which Mr. Kuncik is the defendant. Recently, Judge Harper granted the State's motion to have Mr. Kuncik examined pursuant to C.G.S. § 54-56d (competency to stand trial).

Please call me if you have any questions. I look forward to a favorable reply on this request.

Very truly yours,

Martin R. Libbin
Attorney, Legal Services

Attachments

bc: Carolyn Querijero, Assistant Attorney General
Joseph D. D'Alesio, Executive Director of Operations, Superior Court
Carl E. Testo, Director of Legal Services
Hon. Lubbie Harper, Jr. ✓



STATE OF CONNECTICUT
SUPERIOR COURT

CHAMBERS OF
LUBBIE HARPER, JR.
JUDGE

July 30, 1999

Attorney Martin R. Libbin
Legal Services
100 Washington Street, 3rd Floor
Hartford, CT 06106

Re: Mark P. Kuncik

Dear Martin:

Pursuant to our telephone conversation this morning, please find a copy of the complaint that we briefly discussed.

Mr. Kuncik recently appeared before me as a pro se defendant in connection with his case which was scheduled for trial. Unfortunately, I found it necessary to hold Mr. Kuncik in contempt of court and committed him to 60 days incarceration. (For your information, this is the second time I found it necessary to hold Mr. Kuncik in contempt of court.) Subsequent to holding Mr. Kuncik in contempt, the State made a motion to have him examined under Sec. 54-56d of the General Statutes. I granted the motion on the grounds that his conduct raised serious questions as to his competency to stand trial.

If you have any questions, please contact me at (203)579-6981.

Very truly yours,

Lubbie Harper, Jr.

Enclosed

RECEIVED
1999 AUG -3 P 12:12
JUDGE SUPPORT SERVICES
LEGAL SERVICES

COMPLAINT: WRIT OF THE ERROR: FEDERAL: TITLE: 42

JUL 29 10 00 AM '99
[FOR THE FED. ACTIONS: FED-TO-FED: PRISON: FOR THE WRITS OF THE HABEAS-CORPUS]

IN THE COURT OF THE DISTRICT OF THE UNITED STATES OF THE AMERICA
OF THE STATE OF THE CONNECTICUT

Mark-P.:Kuncik
David-Wynn: Miller (witness)
Gerald: Ditroia (witness)
John: Mongillo (witness)

V

STATE OF CONNECTICUT

Charles-M.:Stango [DEPUTY Asst. D.A.]


Lubbie:Harper: Hon.[JUDGE]

Anthony:Zukowski [DEPT OF SHERIFF]

Norma:Santiato [DEPT OF SHERIFF]

RESPONDENT IN THE FIDUCIARY INCORPORATION OF THE CASE NO. MV97-0545892-S
AND MV97-0550950-S

COMPLAINT: WRIT OF THE ERROR
TITLE: 28: U.S.A. CODES: PAGE-ONE
TITLE: 42: U.S.A. CODES: 1986
TITLE: 28: U.S.A. CODES: 1605

A TRUE COPY
ATTEST

Charles M. Valentino Sr.
Sheriff Fairfield County

NOTICE: FOR THE DISCLAIMER OF THE UNITED-STATES /PARTIES: UNDER THE TERMS OF THE C.U.S.A.F. CONTRACT FOR THE KNOWLEDGE OF THE INCORPORATION OF THE CASE NO. MV97-0545892-S AND MV97-0550950-S OF THE C.U.S.A.F. CONTRACT AND FOR THE DISCOVERY OF THE FRAUD AND BY THE RIGHT OF THE TRIAL BY THE JURY, FOR THE CASE-TITLED-HEREIN IS UNDER THE AMERICAN-FLAG OF THE U.S.A. REFERENCED UNDER THE ARMY-REGULATIONS 840-10 SECTION: 1&2 AND 2-3, 2-5 AND 2-6; OATH OF THE FIDUCIARY-OFFICERS OF THE COURT, AND UNDER THE TERMS OF THE C.U.S.A.F. CONTRACT OF THE UNITED-STATES IN THE CASE. NO-NEW-STATE CAN-BE-ERECTED WITHIN THE STATE OF THE BAR AND NO-NEW-STATE OF THE FICTION/FOREIGN-JURISDICTION HAS JURISDICTION OVER THE PLAINTIFF UNDER THE C.U.S.A.F. AND NO-TITLES OF THE NOBILITY UNDER THE JURISDICTION OF THE FOREIGN/FICTION-FRIDGE-FLAG WILL-CAUSE FOR THE BREACH OF THIS C.U.S.A.F. CONTRACT IN THE JURISDICTION OF THE CASE-TITLED-HEREIN. BREACH OF THIS C.U.S.A.F. CONTRACT WILL-CAUSE SANCTIONS WHEN THE C.U.S.A.F. ARE-SURRENDERED INTO THE STATE OF THE FOREIGN/FICTION-JURISDICTION AND WILL BY THE BREACH OF THE OATH OR AFFIRMATION-CONTRACT UNDER THE C.U.S.A.F., CHARGES FOR THE PERJURY OF THE OATH UNDER THE TERMS OF THE C.U.S.A.F. CONTRACT AND FOR THE BREACH OF THE CONTRACT AGAINST THE C.U.S.A.F. AND FOR THE CONTEMPT FOR THE C.U.S.A.F. AND FOR THE FALSE-SWEARING OF THE OATH AND AFFIRMATION OF THE C.U.S.A.F. CONTRACT WILL BE FILED AGAINST THE VIOLATION OF THE PARTIES, HEREIN.

FOR THE PLAINTIFF: AS THE CITIZEN IN THE PARTY, IS FOR THE MOVANT AND AFFIRMS BY THE TELLING OF THE TRUTH AND HAS FIRSTHAND-KNOWLEDGE OF THE FACTS

ABBREVIATIONS:

F.R.C.P.=FOR THE FEDERAL-RULES OF THE CIVIL-PROCEDURE
OF THE UNITED-STATES

Herein

U.S.A. CODES:= OF THE AMERICA: CODES

U.S.A. = OF THE UNITED-STATES OF THE AMERICA

C.U.S.A.F. = FOR THE CONSTITUTION OF THE UNITED-STATES UNDER THE AMERICAN-FLAG
BY THE ARTICLE OF THE THREE(3) = FOR THE RIGHT OF THE SPEECH, RELIGION, PRESS,
GRIEVANCE;

BY THE ARTICLE OF THE SIX(6) = FOR THE RIGHT OF THE ARREST-WARRANT OR
SEARCH-WARRANT SIGNED BY THE JUDGE OF THE OATH OR AFFIRMATION

BY THE ARTICLE OF THE SEVEN(7) =FOR THE RIGHT OF THE DUE-PROCESS, FOR NO WITNESS
IS AGAINST THE ONE-SELF

4

BY THE ARTICLE OF THE EIGHTH(8) =FOR THE RIGHT OF THE WITNESSES, COUNSEL AND EVIDENCE IN THE COURT, SPEEDY TRIAL
BY THE ARTICLE OF THE NINE(9) - FOR THE RIGHT OF THE TRIAL BY THE JURY
BY THE ARTICLE OF THE TEN(10) = NO-CRUEL AND UNUSUAL-PUNISHMENT, FOR THE REASONABLE-BAIL
BY THE ARTICLE OF THE ELEVEN(11)= FOR THE OFFICERS BY THE APPOINTMENT OR ELECTION UNDER THE OATH OR AFFIRMATION FOR THE UPHOLDING OF THE C.U.S.A.F. IN THE UNITED-STATES OF THE AMERICA BY THE PEOPLE OR BY THE SEVERAL-STATES OF THE AMERICA
BY THE ARTICLE OF THE TWELVE(12) FOR THE CONSTITUTION-NOT-RESERVED IN THE C.U.S.A.F. ARE-RESERVED BY THE MUTUAL-AGREEMENT BY THE TITLED-PARTIES-HEREIN IN.
BY THE ARTICLE OF THE THIRTEEN(13) = NO TITLES OF THE NOBILITY, NO-FOREIGN/FICTION: POWERS,NO FOREIGN/FICTION OF THE JURISDICTIONS OVER THE SOVEREIGN-CITIZEN IN THE PARTY, FOR THE JUDICIAL-POWER OF THE UNITED-STATES IS NOT-CONSTRUED FOR THE EXTENDING IN ANY SUIT IN THE LAW OR IN THE EQUITY FOR THE COMMENCEMENT OR THE PROSECUTION AGAINST ANY ONE OF THE UNITED-STATES BY THE CITIZENS OF THE OTHER-STATES OR BY THE CITIZENS OR BY THE SUBJECTS OF ANY FOREIGN/FICTION-STATE.

FOR THE COURT OF THE DISTRICT OF THE U.S.A. HAS-NOT-UPHELD ORIGINAL-JURISDICTION UNDER THE TITLE: 28: U.S.A. CODES: 1331 AND SECTION: 1343 UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. FOR THE WRIT OF THE ERROR, OF THE TITLE: 28: U.S.A. CODES: PAGE ONE(1) OF THE CASE-TITLED-HEREIN UNDER THE F.R.C.P. RULE: 38(a) FOR THE RIGHT OF THE TRIAL BY THE JURY AND THE C.U.S.A.F. BY THE ARTICLE OF THE NINE(9): FOR THE RIGHT OF THE TRIAL BY THE JURY. FOR THE CLERK OF THE COURT SHALL FILE UNDER THE COURT OF THE DISTRICT OF THE U.S.A. UNDER THE TITLE: 28: U.S.A. CODES: SECTION: 1869, AND ORDER PROCEDURES OF THE TITLE: 28: U.S.A. CODES: SECTION: 1361: COMPLIANCE OF THE RESPONSIBILITY FOR THE DUTY OF THE OFFICE. FOR THE COURT IS UNDER THE FOREIGN-SOVEREIGN-IMMUNITY-ACT: DATED: OCTOBER/21/1976: FOR THE TITLE: 28: U.S.A. CODES: SECTION: 1605.

FOR THE CAUSE OF THE ACTION

1. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW: C.U.S.A.F. FOR THE ARTICLE THE SEVEN(7); UNDER THE TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE KNOWLEDGE OF THE LAW; AND UNDER THE DISCOVERY OF THE FRAUD: RULE: 60(b) AND REPORTING OF THE DISCOVERY OF THE FRAUD INTO THE COURT UNDER THE F.R.C.P. RULE: 26(e), AND TITLE: 42: U.S.A. CODES: SECTION: 1986 FOR THE NEGLECT BY NOT STOPPING AND CORRECTING OF THE WRONGS, UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 3: ACCESSORY AFTER THE FACT FOR THE NON-JOINDER UNDER THE F.R.C.P. RULE: 12 (b) (7) OF THE TRIAL: DATED: AUGUST/26/1998 AND JULY/12/1999, IN THE COURT OF THE COUNTY OF THE FAIRFIELD, COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, BY THE FOREIGN/FICTION-STATE UNDER THE FICTION/ FOREIGN-FRIDGE-FLAG, JURISDICTION IN THE VIOLATION OF THE C.U.S.A.F. FOR THE FOR THE ARTICLE THIRTEEN(13) FOR NO FOREIGN/FICTION-STATE WILL HAVE JURISDICTION OVER THE PLAINTIFF, OF THE U.S.A., DID-NOT-HAVE FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE SIX(6):ARREST-WARRANT/SEARCH-WARRANT/COMPLAINT ON THE DATE: AUGUST/26/1998 AND JULY/12/1999, AND NEGLECTED THE DUE-PROCESS OF THE UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. AND CONTINUATION OF THE FRAUD: F.R.C.P. RULE: 9(b), IN THE FOLLOWING USE OF THE COURTROOM IN THE BREACH OF THE OATH OR AFFIRMATION OF THE DATES AND TIME, OF: AUGUST/26/1998 AND JULY/12/1999, IN THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT AND BY THE CRIMINAL-COMPLAINT MADE ON THE AUGUST THE 26, 1998 AND JULY THE 12, 1999, IN THE TOWN OF THE BRIDGEPORT, COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, FOR; INC. OF THE CASE MV97-0550950-S AND

MV97-0550950-S, BY THE RESPONDENT: Norma: Santiato, Charles-M.: Stango, Lubbie: Harper: Hon., AND Anthony: Zukowski.

2. FOR THE PLAINTIFF IS INJURED UNDER THE TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE FAILURE OF NOT STOPPING AND CORRECTING OF THE WRONGS OF THE VIOLATIONS OF THE DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), AND IN THE BREACH OF THE TREATY OF THE FOREIGN-SOVEREIGN-IMMUNITY-ACT OF THE OCTOBER/21/1976, WHILE UNDER THE FOREIGN/FICTION-STATE FOR THE OPERATING IN THE COMMERCE WHILE IN THE U.S.A.. AGENTS MUST UPHOLD THE CITIZEN IN THE PARTY'S-C.U.S.A.F. RIGHTS, BY THE RESPONDENT: Norma: Santiato, Charles-M.: Stango, Lubbie: Harper: Hon., AND Anthony: Zukowski.

3. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE NEGLECT OF THE DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7) UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. AND UNDER THE OATH AND AFFIRMATION BY THE RESPONDENT: Norma: Santiato, Charles-M.: Stango, Lubbie: Harper: Hon., AND Anthony: Zukowski; FOR THE PLAINTIFF IS-INJURED UNDER THE TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE KNOWLEDGE OF THE LAW AND F.R.C.P. RULE: 60(b) FOR THE DISCOVERY OF THE LAW; AND BY THE AGENTS OF THE FOREIGN/FICTION-STATE-POWER UNDER THE FOREIGN/FICTION-FRIDGE-FLAG DID-NOT-JOIN UNDER THE F.R.C.P. RULE: 12(b) (7) WITH THE JURISDICTION OF THE PLAINTIFF FOR THE DEPRIVATION OF THE RIGHTS UNDER THE COLOR OF THE LAW: TITLE: 18: U.S.A. CODES: SECTION: 242: IN THE JURISDICTION OF THE PLAINTIFF AND NO-DISCLAIMER OF THE RESPONSIBILITY-CONTRACT FOR THE FOREIGN/FICTION-FRIDGE-FLAG, UNDER THE LAW OF THE FLAG IS-GIVEN BY THE COURT, FOR THE CAUSING OF THE TITLE: 18: U.S.A. CODES: SECTION: 3: FOR THE ACCESSORY AFTER THE FACT OF THE BREACH OF THE CONSTITUTION-CONTRACT FILED FOR THIS INCORPORATION OF THIS CASE UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 242: DEPRIVATION OF THE RIGHTS UNDER THE COLOR OF THE LAW, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

NOTE: INCORPORATION-CASE CAN-NOT BE DISMISSED ONLY ON THE COMPLETION OF THE DUE-PROCESS-PROCEDURE.

4. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION UNDER THE INCORPORATION OF THE JURISDICTION OF THE COURT ON THE PLAINTIFF'S-PLANE OF THE JURISDICTION WHEREAS, BY THE JUDGE REMAINING IN THE ERECTED-PLANE OF THE JURISDICTION UNDER THE FOREIGN/FICTION-FRIDGE-FLAG UNDER THE TWO-JURISDICTIONS UNDER THE SAME-CASE-NUMBER: MV97-0550950-S AND MV97-0550950-S FOR THE PLAINTIFF IS-INJURED, BY THE NEGLECT, OF THE TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE KNOWLEDGE OF THE LAW BY THE NEGLECT OF NOT STOPPING AND CORRECTING OF THE WRONGS OF THE PROCEDURES OF THE COURT, UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. UNDER THE C.U.S.A.F. AS THE JUDGE AFFIRMS OR SWEARS FOR THE SUPPORTING OF THE C.U.S.A.F.-CONTRACT, THROUGH THE OATH OR AFFIRMATION. FOR THE ERRORS-HEREIN OF THE PROCEDURES IN THE LAW: NEGLECT OF THE JOINING: F.R.C.P. RULE: 12 (b) (7), OF THE JURISDICTION OF THE OATH OR AFFIRMATION OF THE JUDGE SWEARS OR AFFIRMS UNDER THE TERMS OF THE INCORPORATION OF THE CASE-NO. TITLED-HEREIN. BY THE REMINDING OF THE JUDGES, THEY ARE ELECTED AND APPOINTED FOR THE UPHOLDING OF THE C.U.S.A.F. AND WHILE UNDER THE FOREIGN/FICTION-STATE-FRIDGE-FLAG ARE STILL UNDER THE FOREIGN-SOVEREIGN-IMMUNITY-ACT: TREATY AND C.U.S.A.F.-CONTRACT FOR THE UPHOLDING OF THE C.U.S.A.F. OF THE PLAINTIFF; AND FAILED SO, FOR NOT JOINING WITH THE PLAINTIFF UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A., CAUSING: ON THE AUGUST/26/1998 AND JULY/12/1999, AT 10:30 AM AT THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, FOR THE ACT OF THE BREACH OF THE CONTRACT AGAINST THE C.U.S.A.F. BY THE SURRENDERING OF THE OATH AND AFFIRMATION

INTO THE FOREIGN/FICTION-STATE IN THE VIOLATION OF THE FOR THE ARTICLE OF THE FOUR(4) FOR THE SECTION OF THE THREE(3) OF THE C.U.S.A.F. WHICH AFFIRMS: NO-NEW-STATE WILL-BE-ERECTED WITHIN THE STATE OR PARTS OF THE STATES OF THE .S.A. FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE THIRTZEN(13), IS-VIOLATED WHEN THE FOREIGN/FICTION-ACTOR UNDER THE FOREIGN/FICTION-FRIDGE-FLAG, ENTERED OF THE PLEA FOR THE PLAINTIFF AFTER THE FOREIGN/FICTION-ACTOR IS INTRODUCED AS THE HONORABLE Lubbie: Harper OF THE COURT BY THE NEGLECT OF THE DISCLAIMER-C.U.S.A.F.-CONTRACT FOR THE TRUE-INTENT OF THE COURT, OF THE COUNTY OF THE FAIRFIELD AND IN THE VIOLATION OF THE TITLE: 28: U.S.A. CODES: SECTION: 454: AFFIRMS: OF THE JUDGE OR JUSTICE APPOINTED UNDER THE AUTHORITY OF THE U.S.A. WHO ENGAGES IN THE PRACTICE OF THE LAW IS GUILTY OF THE HIGH-MISDEMEANOR; AND TITLE: 28: U.S.A. CODES: SECTION: 455(5) (ii), IS ACTING AS THE LAWYER IN THE PROCEEDING AND TITLE: 28: SECTION: 455 (d) (1) , DEFINES PROCEEDINGS; FOR THE PRACTICE OF THE LAW INSIDE THE BAR/COURT, CAUSING: BY THE MISTRIAL OF THE CASE: FRAUD, UNDER THE F.R.C.P. RULE: 12(b)6) FOR NOT STATING A CLAIM WHILE UNDER THE FOREIGN/FICTION-FRIDGE-FLAG, NO-JOINT JURISDICTION. FOR THERE IS NO FOREIGN/FICTION-FRIDGE-FLAG, ANYWHERE AFFIRMED, IN THE C.U.S.A.F.. F.R.C.P. RULE: 12 (b) (5) PROCESS OF THE SERVICE, NEGLECT OF THE COURT BY THE PROCESSING OF THE COMPLAINT UNDER THE OATH AND AFFIRMATION OF THE JURISDICTION, WHILE UNDER THE FOREIGN/FICTION-FRIDGE-FLAG-JURISDICTION; F.R.C.P. RULE: 12(b) (4) SERVICE OF THE PROCESS, NEGLECT OF THE COURT BY THE SERVICING OF THE PROCESS, UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. JURISDICTION; F.R.C.P. RULE: 12(b) (3) WRONG VENUE, FOR THE PLAINTIFF IS UNDER A C.U.S.A.F. IN THE COURT IS MOVING UNDER THE FOREIGN/FICTION-FRIDGE-FLAG, JURISDICTION, FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE THIRTEEN(13) FOR NO FOREIGN/FICTION-STATE-JURISDICTION, WILL HAVE JURISDICTION OVER THE PLAINTIFF, OF THE U.S.A. TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A., AND WILL NOT-HAVE-STANDING BY THE ACTING IN THE CAPACITY AS THE AGENT OF THE U.S.A. AGAINST THE C.U.S.A.F. PLAINTIFF; F.R.C.P. RULE: 12(b) (2) LACK OF THE JURISDICTION OVER THE PLAINTIFF, BEFORE THE COURT, NO-DISCLAIMER OF THE RESPONSIBILITY OF THE COURT, IN THE COUNTY OF THE FAIRFIELD , STATE OF THE CONNECTICUT, HAS BEEN C.U.S.A.F.-CONTRACTED BETWEEN THE PLAINTIFF AND RESPONDENT(S), IN THE VIOLATION OF THE C.U.S.A.F.-CONTRACT RULES, BY THE NEGLECT OF THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. BY THE RESPONDENT(S) FOR THE TITLED-HEREIN, F.R.C.P. RULE: 12(b)1): NO JURISDICTION OVER THE MATTER OF THE SUBJECT WHILE UNDER THE FOREIGN/FICTION-STATE OF THE FOREIGN/FICTION-FRIDGE-FLAG, AS THE JOINDER OF THE FOREIGN/FICTION-MATTER OF THE SUBJECT HAS-NEVER-BEEN CONTRACTED WITH THE PLAINTIFF AND THE RESPONDENT(S), BEFORE THE COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

5. FOR THE PLAINTIFF IS SANCTIONING OF THE COURT, UNDER THE F.R.C.P. RULE: 16(f), FOR THE FRIVOLOUS FILING OF THE LAW-SUIT AGAINST THE PLAINTIFF AND NEGLECT BY NOT JOINING WITH THE FLAG OF THE U.S.A., TITLE: 4: U.S.A. CODES: SECTION: 1 AND SECTION: 2, AS THE AFFIRMED, IN THE RESPONDENT: OFFICERS OF THE COURT AND JUDGE'S OATH OR AFFIRMATION, BY THE C.U.S.A.F., F.R.C.P. RULE: 11(a) FRIVOLOUS FILING OF THE SUIT IN THE LAW, BY THE CAUSING DEPRIVATION OF THE C.U.S.A.F., RIGHTS OF THE PLAINTIFF, AND F.R.C.P. RULE: 10(a) FICTITIOUS NAME, CAUSING MAIL FRAUD: TITLE: 18: U.S.A. CODES: SECTION: 1342 BY THE TITLE: OF THE FOREIGN/FICTION OF THE JURISDICTION DECLARED BY THE COURT ON THE TITLE: OF THE CASE MV97-0545892-S, AND MV97-0550950-S FILED BY THE COURT AND FRAUD: F.R.C.P. RULE: 9(b) UNDER THE FOREIGN/FICTION-FRIDGE-FLAG, STATED-HEREIN, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

NOTE: FOR THE OATH IS THE FIRST C.U.S.A.F.-CONTRACT APPOINTED OR ELECTED OFFICIALS TAKE UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE ELEVEN(11), AS THE JUDGE, ATTORNEY, CLERK, SHERIFF, POLICE, JUDICIAL OFFICIAL LEGISLATIVE OFFICER, ADMINISTRATIVE OFFICER TAKES BY THE GAINING OF THE FIDUCIARY RESPONSIBILITY WITH THE AUTHORITY, AND JURISDICTION OF THE OFFICE.

FACTS

6. ON THE AUGUST/26/1998 AND JULY/12/1999, FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: WITH THE KNOWLEDGE OF THE LAW BY THE TITLE: 42: U.S.A. CODES: SECTION: 1986: AND BY THE NEGLECT OF DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), FOR THE PLAINTIFF IS-INJURED, UNDER THE BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW, TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE KNOWLEDGE OF THE LAW, AS THE REQUIRED BY THE LAW, FOR NOT CORRECTING AND STOPPING OF THE WRONG, AS THE AGAINST THE PLAINTIFF, BY THE RESPONDENT(S), TITLED-HEREIN. FOR THE FRAUD: F.R.C.P. RULE: 9(b), ON THE DATE: AUGUST/26/1998 AND JULY/12/1999, AT THE COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, AND NEGLECT BY NOT JOINING UNDER THE F.R.C.P. RULE: 12(b)(7), F.R.C.P. RULE: 12(b)(6) FOR THE FAILING BY NOT STATING OF A CLAIM, F.R.C.P. RULE: 12(b)(5) PROCESS OF THE SERVICE, F.R.C.P. RULE: 12(b)(4) SERVICE OF THE PROCESS, F.R.C.P. RULE: 12(b)(3) PROCEEDING IN THE WRONG VENUE, OF THE FOREIGN/FICTION-FRIDGE-FLAG, UNDER THE LAW OF THE FLAG, F.R.C.P. RULE: 12(b)(2) LACK OF THE JURISDICTION OVER THE PARTY BEFORE THE COURT BY THE LACK OF THE DECLAIMER FOR THE RESPONSIBILITY OF THE COURT OVER THE PLAINTIFF UNDER THE U.C.C. 3-501, AND F.R.C.P. RULE: 12(b)(1), NO JURISDICTION OVER THE MATTER OF THE SUBJECT, AS THE COURT IS UNDER THE FOREIGN/FICTION-POWER OF THE FOREIGN/FICTION-FRIDGE-FLAG BY THE LAW OF THE FLAG. FOR THE PLAINTIFF IS-SUING FOR THE SANCTIONS UNDER THE F.R.C.P. RULE: 16(f) FOR THE NEGLECT BY NOT JOINING WITH THE FLAG OF THE U.S.A., TITLE: 4: U.S.A. CODES: SECTION: 1&2, AS THE SWORN Y, IN THE BOTH THE RESPONDENT: JUDGE'S-OATH OR AFFIRMATION AND THE C.U.S.A.F.. BY THE NEGLECT OF THE PROCEDURE OF THE LAW FOUND IN THE F.R.C.P. RULE: 12(b)(7, 6, 5, 4, 3, 2, 1,) STATED-HEREIN, CAUSED FOR THE PLAINTIFF AN INJURY BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

NOTE: BY THE WANT OF THE CARE UNDER THE CONSPIRACY, WILL LOSE ALL IMMUNITY, AND NOW CAN BE PROSECUTED FOR THE VIOLATIONS AND BREACH OF THE C.U.S.A.F.-CONTRACT BY THE OATH OR AFFIRMATIONS, OF THE OATH OF THE OFFICE OF THE RESPONDENT(S).

7. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE CONSPIRACY: TITLE: 42: U.S.A. CODES: SECTION: 1985(1), OF THE RESPONDENT(S) FOR THE TITLED IN THE FACTS #1 HEREIN, CAUSED A DEPRIVATION OF THE C.U.S.A.F. RIGHTS UNDER THE COLOR OF THE LAW: TITLE: 18: U.S.A. CODES: SECTION: 242: AND PERJURY OF THE OATH: UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1621, AND OBSTRUCTION OF THE JUSTICE: TITLE: 18: U.S.A. CODES: SECTION: 1512, AND IN THE VIOLATION OF THE FOREIGN-SOVEREIGN-IMMUNITY-ACT OF THE OCTOBER THE 21, 1976, AND BY THE NEGLECT OF THE C.U.S.A.F. FOR THE ARTICLE OF THE SIX(6) FOR THE WARRANT SIGNED BY THE JUDGE OF THE OATH OR AFFIRMATION, BY THE NEGLECT OF ESTABLISHING OF THE PROCEDURES OF THE F.R.C.P. RULE: 12(b)(7, 6, 5, 4, 3, 2, 1), (STATED-HEREIN IN THE (NO.#1 HEREIN) FACTS PROCEDURAL DUE-PROCESS), CAUSING FOR THE PLAINTIFF THE VIOLATION OF THE KIDNAPPING UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1201, ON: JULY/12/1999 AND AUGUST/26/1998 BY THE OFFICERS OF THE COURT OF THE COUNTY OF THE FAIRFIELD, BY THE NEGLECT OF A C.U.S.A.F. FOR THE ARTICLE OF THE SIX(6) FOR THE WARRANT SIGNED BY THE JUDGE OF THE OATH; AND SERVED ON THE PLAINTIFF, BEFORE BOOKING AND JAILING WITH THE NO C.U.S.A.F. RIGHTS OF THE AIRANDA BEING READ FOR THE PLAINTIFF, BY THE THREAT UNDER THE COLLUSION, TITLE: 28: U.S.A. CODES: SECTION: 1359, CAUSED THE VIOLATION OF THE EXTORTION OF THE

FEES UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1202: RANSOM, FOR THE SECURING FOR THE PLAINTIFF'S FREEDOM, AND DEPRIVATION OF THE C.U.S.A.F. RIGHTS, UNDER THE TITLE: 42: U.S.A. CODES: SECTION: 1985(3), DEPRIVING CITIZEN(S) IN THE PARTY OF THE C.U.S.A.F. RIGHTS OR PRIVILEGES, [SEE DEFINITIONS], BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon..

8. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: ON THE JULY 23, 1997, IN THE COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, FOR THE PLAINTIFF'S-GUARANTEED-C.U.S.A.F. RIGHTS UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE EIGHT(8) FOR THE WITNESS AND EVIDENCE AND C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7) FOR THE DUE-PROCESS; FOR THE PLAINTIFF IS NOT GIVEN OF THE C.U.S.A.F. FOR THE ARTICLE OF THE SIX(6): SEARCH-WARRANT SIGNED BY THE JUDGE OF THE OATH OR AFFIRMATION, CONTAINING OF THE NAME OF THE PARTY, PLACE BY THE BEING-TAKEN-FROM, IN THE VIOLATION OF THE F.R.C.P. RULE: 12(b) (3) WRONG VENUE. AT ALL TIMES UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1 AND SECTION: 2 FLAG OF THE C.U.S.A.F. PROTECTED BY THE C.U.S.A.F. AGAINST FOREIGN/FICTION-AGENTS OF THE FOREIGN/FICTION-FRIDGE-FLAG IN THE VIOLATION OF THE TREATY UNDER THE TITLE: 28: U.S.A. CODES: 1605: FOREIGN-SOVEREIGN-IMMUNITY-ACT), AND THE C.U.S.A.F. FOR THE ARTICLE OF THE THIRTEEN(13) NO FICTION/FOREIGN-JURISDICTION BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

9. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: ON THE DECEMBER OF THE 1997 THROUGH PRESENT, Miller, AS THE WITNESS IS DENIED FOR THE RIGHT OF-BEING-PRESENT INSIDE THE PUBLIC-COURTROOM FOR THE PLAINTIFF BY THE RESPONDENT. PLAINTIFF IS-INJURED BY THE C.U.S.A.F. FOR THE ARTICLE OF THE EIGHT(8), WITH THE PLAINTIFF INSIDE THE BAR AND BY THE DENYING OF THE C.U.S.A.F. OF THE ARTICLE OF THE EIGHT(8), FOR THE RIGHT OF THE COUNSEL OF THE CHOICE FOR THE PLAINTIFF'S-TESTIMONY; NOW-CAUSING FOR THE PLAINTIFF FOR THE INJURY UNDER THE C.U.S.A.F. RIGHTS-HEREIN UNDER THE OBSTRUCTION OF THE JUSTICE BY THE TITLE: 18: U.S.A. CODES: SECTION: 1512, BY THE NEGLIGENCE OF THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon. WHO IS UNDER THE C.U.S.A.F.-CONTRACT OF THE OATH AND AFFIRMATION OF THE C.U.S.A.F.-HEREIN FOR THE UPHOLDING OF THE C.U.S.A.F. RIGHTS OF THE PLAINTIFF, HOWEVER, BY THE SURRENDER OF THE C.U.S.A.F. INTO THE FOREIGN/FICTION-STATE OF THE FOREIGN/FICTION-FRIDGE-FLAG, BY THE ACTION OF THE CONSTRUCTIVE-CONTEMPT FOR THE C.U.S.A.F. AND BY THE FALSE-SWEARING AND PERJURY OF THE OATH UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1621 INCORPORATED BY THE FRAUD UNDER F.R.C.P. RULE: 9(b). FOR THE ERECTED-PLANE OF THE FOREIGN/FICTION-COURT DID NOT HAVE JOINDER, UNDER THE F.R.C.P. RULE: 12(b)(7), AND F.R.C.P. 38(a) WITH THE PLAINTIFF OR JURISDICTION UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7) FOR THE NEGLECT OF THE DUE-PROCESS, UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 142: FLAG OF THE U.S.A., UNDER THE LAW OF THE FLAG AND THE GUIDELINES OF THE TITLE: 36: U.S.A. CODES: CHAPTER: 10: SECTION: 175, AND SECTION: 176, STATED IN THE CAUSE OF THE ACTION HEREIN IN THE CAUSE OF THE ACTION: NO. 1, 2, 3, 4, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

10. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE PLAINTIFF DOES-NOT-HAVE A C.U.S.A.F.-CONTRACT BY THE ENTERING OF THE PLEADINGS IN THE AMOUNT OF THE \$1200.00 AND \$5000.00. NO-C.U.S.A.F.-CONTRACT BETWEEN THE PLAINTIFF AND COUNTY OF THE FAIRFIELD FOR THE EXTORTION UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 872 AND FOR THE RANSOM UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1202 OF THE \$1200.00 AND \$5000.00, FOR THE RELEASE OF THE PLAINTIFF, UNDER THE VIOLATION OF THE KIDNAPPING: UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1201, ON THE ON THE DECEMBER OF THE 1997 BY THE OFFICERS OF THE COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT. FURTHER BREACHED THE OATH AND AFFIRMATION BY THE CAUSING FOR THE PLAINTIFF AN INJURY, IN THE COURT OF THE COUNTY OF THE

FAIRFIELD , STATE OF THE CONNECTICUT, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon..

11. BY THE PLAINTIFF'S-MOTIONS IN THE COURT FOR THE SANCTIONS UNDER THE F.R.C.P. RULE: 16(f) AGAINST THE OFFICERS OF THE COURT FOR NOT JOINING WITH THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG UNDER THE C.U.S.A.F., SUPPORTED BY THE OATH AND AFFIRMATIONS IN THE COURT. PLAINTIFF IS MOTIONING IN THE COURT FOR THE SANCTIONS OF THE BREACH OF THE C.U.S.A.F. IN THE SURRENDERING OF THE C.U.S.A.F. WITH THE WILL OF THE INTENT INTO THE FOREIGN/FICTION-STATE/POWER UNDER THE FOREIGN/FICTION-FRIDGE-FLAG, UNDER THE LAW OF THE FLAG, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon..

12. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: DAY OF THE TRIAL ON THE AUGUST/26/1998 AND JULY/12/1999, IN THE COURT OF THE COUNTY OF THE FAIRFIELD , STATE OF THE CONNECTICUT, FOR THE RESPONDENT(S) TITLED-HEREIN AS THE OF THE COURT, WERE UNDER THE SWORN OATH OR AFFIRMATION, BY THE SUPPORTING OF THE C.U.S.A.F., UNDER THE FLAG OF THE U.S.A. TITLE: 4: U.S.A. CODES: SECTION: 1&2: BY THE DEFENDING AND PROTECTING ALL CITIZENS IN THE PARTY. SO HELP ME GOD. FOR THEN AGREED BY THE C.U.S.A.F.-CONTRACTING, UNDER THE OATH, FOR THE PLAINTIFF IN THE CLERK OF THE COURTS OFFICE, COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, BY THE REPRESENTING OF THE FACTS OF THE CASE, BY THE C.U.S.A.F.-CONTRACT, OF THE OFFICER'S, OF THE COURT, OATH OR AFFIRMATION OF THE OFFICE. BY THE INCORPORATION OF THE FOREIGN/FICTION-POWER OF THE FOREIGN/FICTION-FRIDGE-FLAG, INTO THE JURISDICTION UNDER THE TREATY OF THE FOREIGN-SOVEREIGN-IMMUNITY-ACT FOUND IN THE TITLE: 28: U.S.A. CODES FOR THE PLAINTIFF'S INCORPORATION UNDER THE AMERICAN-FLAG HAS JURISDICTION OVER THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

13. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: ON THE AUGUST/26/198 AND JULY/12/1999, IN THE COUNTY OF THE FAIRFIELD, IN THE STATE OF THE CONNECTICUT, PLAINTIFF IS-INJURED BY THE NEGLECT OF THE C.U.S.A.F. FOR THE ARTICLE OF THE SIX(6) FOR THE WARRANT NOT-SIGNED BY THE JUDGE OF THE OATH OR AFFIRMATION WHEN THE PLAINTIFF IS-HANDCUFFED IN THE FRONT OF THE PLAINTIFF'S-FRIENDS AND TAKEN BY THE SHERIFF'S-DEPUTY INTO THE FAIRFIELD COUNTY JAIL(sic), BOOKED AND PLACED INTO THE FAIRFIELD COUNTY JAIL(sic) SYSTEM.

14. FOR THE CASE IS NOW TRANSFERRED UNDER THE JURISDICTION OF THE U.S.A. COURT OF THE DISTRICT, FOR THE CONNECTICUT, UNDER THE TITLE: 28: U.S.A. CODES: SECTION: 1331 AND SECTION: 1343: ORIGINAL-JURISDICTION FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE NINE(9) TRIAL BY THE JURY. FOR THE PLAINTIFF PAID IN THE U.S. CURRENCY FOR THE FILING WITH THE CLERK OF THE COURT IN THE AMOUNT OF THE \$150.00, CONTINUAL-CONSPIRACY UNDER THE FOREIGN/ FICTION-FRIDGE-FLAG, BY THE OBSTRUCTING OF THE DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), FOR THE NEGLECT OF THE ACTIONS WILL RESULT IN THE CHARGES FOR THE BREACH OF THE CONTRACT AND PERJURY OF THE OATH UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1621, AND CONTEMPT FOR THE C.U.S.A.F. FOR THE RESPONDENTS Charles-M.: Stango, AND Lubbie: Harper: Hon.

15. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE VIOLATIONS OCCURRED ON: AUGUST/26/1998 AND JULY/12/1999 DATE WERE AS THE FOLLOWS: BY THE NEGLECT OF DUE-PROCESS OF THE LAW, UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE 7, RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon. WHILE NAMED ON THE FIRST-AMENDED-CROSS-COMPLAINT FOR THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon. PART IN THE BREACH OF THE C.U.S.A.F.-CONTRACT-VIOLATIONS, BY THE OATH OR AFFIRMATION OF THE OATH, OF THE OFFICE, FOR THE POSITION OF THE COUNTY OF THE FAIRFIELD, JUDGE OF THE COURT OF THE CIRCUIT, OF THE AUGUST/26/1998 AND JULY/12/1999, AS THE STATED-HEREIN, AND NOW IS-JOINING IN THE

CONTINUED-BREACH OF THE OATH OR AFFIRMATION FILED AND SERVED ON, IN THE COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, WITH THE CLERK OF THE COURTS UNDER THE TITLE: 28: U.S.A. CODES: SECTION: 1869 AND FILE-STAMP AND SERVICE-PROPER. RESPONDENT: Lubbie: Harper: Hon. HEARING IN THE COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, ON: DATE AND IN THE VIOLATION OF THE LAW UNDER THE TITLE-28: U.S.A. CODES: CHAPTER: 21: SECTION: 454 AND TITLE: 28: CHAPTER: 21: SECTION: 455 (a), (b), (1), (4), (5), (ii), (iii), (d), (2) WHICH AFFIRMS: A JUDGE WILL NOT PRACTICE-LAW BY THE BENCH, AND IF ACTING AS THE ATTORNEY WILL-NOT-SIT IN THE JUDGMENT OF THE CASE FOR THE PLAINTIFF IS-INJURED BY THE VIOLATION OF THE DUE-PROCESS UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), BY THE BREACH OF THE C.U.S.A.F.-CONTRACT BY THE RESPONDENT: Lubbie: Harper: Hon..

WHERE IS FOR THE PLAINTIFF'S FOR THE RIGHT BY THE DUE-PROCESS OF THE FACTS PRESENTED BY THE COURT OF THE COUNTY OF THE FAIRFIELD, STATE OF THE CONNECTICUT, ON THE AUGUST THE 26TH OF THE YEAR-1998 AND JULY 12TH OF THE YEAR-1999?

16. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE C.U.S.A.F. PROVIDES FOR THE VIOLATIONS OF THE RULES OF THE C.U.S.A.F. FOR THE JUDGES, BY THE CONSTITUTION-CONTRACT-HEREIN, AND FOR THE BREACH OF THE OATH OR AFFIRMATION OF THE JUDGE AND THE CAUSE OF THE VIOLATIONS LISTED-HEREIN. FOR THE TITLE: 18: U.S.A. CODES: SECTION: 4: MISPRISON OF THE FELON, [WHICH CARRIES A 3 YEARS PRISON SENTENCE]. FOR THE DEPRIVATION OF THE C.U.S.A.F. RIGHTS UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 242 UNDER THE COLOR OF THE LAW BY THE OFFICERS OF THE COURT [CARRIES A 10 YEAR PRISON SENTENCE], CONSPIRACY BY THE DENYING PLAINTIFF'S-C.U.S.A.F. RIGHTS OF THE C.U.S.A.F. FOR THE ARTICLE OF THE THREE(3) FOR THE RIGHT BY THE GRIEVANCE AND FREEDOM OF THE SPEECH; FOR THE RIGHT OF NOT BEING JAILED BY THE NEGLECT OF THE C.U.S.A.F. FOR THE ARTICLE OF THE SIX(6) FOR THE NEGLECT OF THE WARRANT WITH THE SIGNATURE OF THE JUDGE OF THE OATH OR AFFIRMATION FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7) FOR THE RIGHT BY THE DUE-PROCESS; FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE EIGHT(8) FOR THE RIGHT BY THE EVIDENCE AND WITNESSES; FOR THE RIGHT OF THE C.U.S.A.F. FOR THE ARTICLE OF THE NINE (9) BY THE RIGHT OF THE TRIAL BY THE JURY FOR THE PLAINTIFF IN AN OPEN-COURT; BY THE RIGHT OF THE C.U.S.A.F. FOR THE ARTICLE OF THE TEN(10) FOR THE RIGHT BY NOT HAVING-CRUEL-PUNISHMENT UNDER THE VIOLATION OF THE DUE-PROCESS FOR THE KIDNAPPING UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1201 BY THE FOREIGN/FICTION-AGENTS AND LOSS OF THE STANDING IN THE COMMUNITY; UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE ELEVEN(11) BY THE OFFICER'S-BREACH OF THE ELECTION-C.U.S.A.F.-CONTRACT FOR THE UPHOLDING OF THE OATH OR AFFIRMATION FOR THE SUPPORTING OF THE C.U.S.A.F. WHERE EVER-CREATING OF THE FOREIGN/FICTION-STATE-LANGUAGE UNDER THE FOREIGN/FICTION-FRIDGE-FLAG; FOR THE SURRENDER OF THE C.U.S.A.F. RIGHTS INTO THE FOREIGN/FICTION-STATE, COMMITTING BREACH OF THE CONTRACT BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

17. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THERE IS NO-C.U.S.A.F.-CONTRACT OF THE DATE FOR THE JOINING F.R.C.P. RULE: 12(b) (7) FOR THE PLAINTIFF UNDER THE JURISDICTION OF THE FOREIGN/FICTION-COURT-LANGUAGE OF THE COUNTY OF THE FAIRFIELD. WHILE THE SANCTUARY OF THE BAR IS UNDER THE JURISDICTION OF THE FOREIGN/FICTION-STATE IDENTIFIED BY THE FOREIGN/FICTION-FRIDGE-FLAG AND ON THE FLAG-POLE WITH THE BIRD(sic) OR SPEAR-HEAD-ATOP THE FLAG-POLE OR ROPE-BRAID, DESCRIBED IN THE AR840-10 CHAPTER: 8.; 840-10 CH. 3-2 AND ARMY-REGULATIONS: 260-10: CHAPTER: 8. WHAT IS THE WILL OF THE INTENT OF THE JURISDICTION OF THE FOREIGN/FICTION-STATE, OF THE COUNTY OF THE FAIRFIELD, COURT, DOING IN THE PLAINTIFF'S-CIVIL-CASE-TITLED-HEREIN?

18. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: ON THE DECEMBER OF THE YEAR-1997 THROUGH JULY/12/1999, BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW: C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), AND BY THE RESPONDENT: Lubbie: Harper: Hon. ENTERING OF THE PLEA FOR THE PLAINTIFF BY THE NEGLECT OF THE C.U.S.A.F.-CONTRACT BY THE-PRACTICING OF THE LAW BY THE BENCH, IN THE PLAINTIFF'S-BEHALF, AND IN THE BREACH OF THE TITLE: 28: U.S.A. CODES: SECTION: 455: CODE OF THE DISQUALIFICATIONS FOR THE JUDGES, AND IS DISQUALIFIED BY THE LAW BY THE ENTERING OF THE ORDERS AGAINST THE PLAINTIFF BEFORE THE FACTS, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.. FOR THE PLAINTIFF REFUSES OF THE PLEA AS THE RAPE OF THE C.U.S.A.F. RIGHTS AND COLLUSION UNDER THE TITLE: 28: C.U.S.A.F. CHAPTER: 85: SECTION: 1359, FOR THE FRAUD: F.R.C.P. RULE: 9(b) FOR THE CONDITION OF THE MIND, AND VIOLATION OF THE PROCEDURES OF THE DUE-PROCESS UNDER THE F.R.C.P. RULE: 12(b) (7, 6, 5, 4, 3, 2, 1) TITLED-HEREIN. BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

19. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7). BY THE NEGLECT OF THE RULES OF THE JOINDER F.R.C.P. RULE: 12(b) (7) BETWEEN THE PLAINTIFF AND RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon., FOR THE PLAINTIFF IS-INJURED AND MOTION: UNDER THE BREACH OF THE OATH OF THE OFFICE FOR THE C.U.S.A.F. LAW-PROVIDES: F.R.C.P. RULE: 16(f) SANCTIONS: BY THE PARTY OR PARTY'S-ATTORNEY FAILS FOR THE OBEYING OF THE SCHEDULING OR PRETRIAL-ORDER, OR IF NO-APPEARANCE IS-MADE ON THE BEHALF OF THE PARTY AT THE SCHEDULING OR PRETRIAL-CONFERENCE OR IF THE PARTY OR PARTY'S-ATTORNEY IS-NOT PREPARED FOR THE PARTICIPATION IN THE CONFERENCE, OR IF THE PARTY OR PARTY'S-ATTORNEY PARTICIPATION IS IN THE BAD-FAITH IN THE CONFERENCE BEFORE THE JUDGE, UPON THE MOTION OF THE JUDGE'S-OWN- INITIATIVE, MAY MAKE FOR AN ORDERS WITH THE REGARD THERETO AS ARE FOR THE JUST, FOR THE ORDERS BY THE PROVISIONS IN THE F.R.C.P. RULE: 37 (b) , (2)(B), (C), (D), BY THE DISOBEYING PARTY.

20. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE THIRTEEN(13) MOTION: FOR THE JUDICIAL-POWER OF THE UNITED-STATES IS NOT-CONSTRUED FOR THE EXTENDING IN ANY SUIT IN THE LAW OR IN THE EQUITY FOR THE COMMENCEMENT OR THE PROSECUTION AGAINST ANY ONE OF THE UNITED-STATES BY THE CITIZENS OF THE OTHER-STATES OR BY THE CITIZENS OR BY THE SUBJECTS OF ANY FOREIGN/ FICTION-STATE UNDER THE LAW OF THE FLAG, BY THE ESTABLISHING OF THE FOREIGN/FICTION-STATE-LANGUAGE BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

21. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE PLAINTIFF ACCUSES RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon., OF THE VIOLATIONS UNDER THE TITLE: 42: U.S.A. CODES: SECTION: 1985(1) FOR THE CONSPIRACY, BY THE PAYING OF THE EXPENSES, INCURRED BECAUSE OF THE NONCOMPLIANCE WITH THE F.R.C.P. RULE: 16(f) AND F.R.C.P. RULE: 37, INCLUDING OF THE LEGAL-FEES, UNLESS BY THE JUDGE'S FINDINGS FOR THE NONCOMPLIANCE IS FOR THE SUBSTANTIAL AND JUSTIFIED-CAUSE, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

22. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE F.R.C.P. RULE: 38(a) PROVIDES: FOR THE COURT FOR THE SUPPORTING OF THE JURISDICTION OF THE FLAG OF THE U.S.A. TITLE: 4: U.S.A. CODES: SECTION: 1&2, IN AN ACTION BY THE SCHEDULING OF THE TRIAL BY THE JURY UNDER THE F.R.C.P. RULE: 38(a) AND C.U.S.A.F. FOR THE ARTICLE OF THE NINE(9) FOR THE TRIAL BY THE JURY. FOR THE MOTION BY THE PLAINTIFF FOR THE REPORTING UNDER F.R.C.P. RULE 26(e) (2) OF THE OBSTRUCTION OF THE JUSTICE OF THE COURT. FOR THE INCORPORATION- FILING INTO THE CASE-ACTION FOR THE DECISION BY THE COURT-ORDERS FOR THE REGARD OF THE FAILURE FOR THE COMPLIANCE WITH THE DUE-PROCESS OF THE LAW; BY THE ISSUING OF THE ORDER STRIKING-OUT PLEADINGS/STAYING FUTURE-PROCEEDINGS UNTIL THE ORDER FOR THE TRIAL

BY THE JURY UNDER THIS C.U.S.A.F. AND FOR THE PLAINTIFF'S-C.U.S.A.F. RIGHTS ARE UPHELD. BY THE MOTION OF THE DISMISSING OF THE ACTION FOR THE PROCEEDING BY THE UNCONSTITUTIONAL-PART-THEREOF, FOR THE RENDERING OF THE SUMMARY JUDGMENT UNDER R.C.P. RULE: 56(C) BY THE DEFAULT UNDER THE F.R.C.P. RULE: 55 FOR THE NON-JOINDER OF THE COURT OF THE CIRCUIT FOR THE COUNTY OF THE FAIRFIELD AGAINST THE DISOBEDIENT-PARTY, BY THE COURT OF THE CIRCUIT FOR THE COUNTY OF THE FAIRFIELD. WHERE IS THE TRIAL OF THE PLAINTIFF?

23. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: BY THE CHALLENGING OF THE JURISDICTION OF THE FOREIGN/FICTION-FRIDGE-FLAG AT THE TIME OF THE HEARING BY THE COURT-DID-NOT-DENIED THE CHARGES. FOR THE COURT MUST ADDRESS THE JURISDICTION UNDER THE WRIT OF THE DUCES-TECUM FOR THE DOCUMENTED-JURISDICTION BEFORE THE TRIAL CAN-BEGIN, UNDER THE TITLE: 28: U.S.A. CODES: SECTION: (1331, 1343, 1361, AND 1869) UNDER THE POWER OF THE AUTHORITY OF THE C.U.S.A.F. JURISDICTION UNDER THE LAW OF THE FLAG: (ARMY-REGULATION-840-10, CHAPTERS: 2-3, 2-4, 2-6).

24. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: AT THE TIME OF THE F.R.C.P. RULE: 60(b) DISCOVERY OF THE FRAUD, AND F.R.C.P. RULE: 26(e) DISCOVERY BY THE REPORTING OF THE ERRORS, LOCAL-COURT-RULES AND BREACH OF THE C.U.S.A.F. FOR THE ARTICLE OF THE NINE(9) FOR THE RIGHT OF THE TRIAL BY THE JURY FOR THE FAILURE OF THE RESPONDENT(S) BY THE PARTICIPATING IN THE F.R.C.P. RULE: 16(f) CONFERENCE, COMPOUNDS THE RESPONDENT(S) DISREGARD FOR THE PROCESS OF THE CASE AND FORCES FOR THE PLAINTIFF BY THE INCURRING-NEEDLESS-ADDITIONAL: EXPENSES INCLUDING THE LEGAL-FEES, UNDER THE F.R.C.P. RULE: 11(a) FOR THE PLAINTIFF AFFIRMS, BY THIS MOTIONS UNDER THE SANCTIONS: F.R.C.P. RULE: 16(f), BE-IMPOSED AGAINST THE RESPONDENT FOR THE FRIVOLOUS-CHARGES BROUGHT IN THE VIOLATION OF THE TREATY OF THE FOREIGN-SOVEREIGN-IMMUNITY-ACT, BY THE RESPONDENT(S).

. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: UNDER THE F.R.C.P. RULE: 16(f) SANCTIONS: BY THE COURT OF THE RESPONDENT(S) BY THE PAYING OF THE EXPENSES FOR THE LEGAL-FEES WHEN THE RULE: IS-VIOLATED BY THE NEGLECT OF THE JUSTIFICATION OF THE FACTS DURING, OF THE SCHEDULING-CONFERENCE ON THE AUGUST/26/1998 AND JULY/12/1999, FOR THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon., WOULD NOT-JOIN: F.R.C.P. RULE: 12(b) (7), FOR THE JURISDICTION OF THE PLAINTIFF. FOR THE PLAINTIFF'S-PLEADINGS SET THE JURISDICTION OF THE CASE-NO. MV97-0545892-S, AND MV97-0550950-S, IN THE JURISDICTION OF THE FLAG OF THE U.S.A., TITLE: 4: U.S.A. CODES: SECTION: 1&2, OF THE U.S.A. FOR THE NON-JOINDER OF THE JURISDICTIONS BY THE COURT AND RESPONDENT(S): Charles-M.: Stango, AND Lubbie: Harper: Hon.

26. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: AS THE WITNESSES IN THE COURT, WITH THE KNOWLEDGE OF THE LAW ARE IN THE SILENT, WHILE, FOR THE PLAINTIFF'S-C.U.S.A.F. RIGHTS ARE BEING VIOLATED, BY THE RESPONDENT: Charles-M.: Stango, AND Lubbie: Harper: Hon.

CONCLUSION

27. NOTE: FOR THE PLAINTIFF IS-INJURED THROUGH THE CONSPIRACY, COLLUSION, TORT, FORCEFUL-C.U.S.A.F.-CONTRACT, OR PERJURY OF THE OATH, OR SURRENDER OF THE C.U.S.A.F. INTO THE FOREIGN/FICTION-STATE-LANGUAGE, FOR THE BREACH OF THE CONTRACT BY THE COURT. UNDER THE TITLE: 28: U.S.A. CODES: SECTION: 454 AND 455, FOR THE RESPONDENT AND INCORPORATED INTO THE CASE FOR THE CONSPIRACY. BY THE NEGLECTING ON THE AUGUST/26/1998 AND JULY/12/1999, AND TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE KNOWLEDGE OF THE LAW AND NEGLIGENCE OF THE LAW BY NOT STOPPING AND CORRECTING FOR THE WRONG AS AGAINST THE PLAINTIFF, AND BY THE WRITTEN LANGUAGE-WORD OF THE RESPONDENT(S) REMARKS FOR THE DISPLAYING OF THE

NEGLECT OF THE OATH OF THE COURT-OFFICER AND DEPRIVATION OF THE C.U.S.A.F. RIGHTS UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 242: EXTORTION OF THE C.U.S.A.F. RIGHTS UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 872, TITLE: 28: C.U.S.A.F. CHAPTER: 21: SECTION: 454 AND TITLE: 28: C.U.S.A.F. CHAPTER: 21: SECTION: 455 (a) , (b) (1) (4) (5) (ii) (iii) , (d) (2) AS THE PLAINTIFF IS-INJURED BY THE PRACTICE OF THE LAW BY THE JUDGE ON THE BENCH AS THE ATTORNEY FOR THE PLAINTIFF FOR THE DEPRIVATION OF THE C.U.S.A.F. RIGHTS UNDER THE TITLE: 42: U.S.A. CODES: 1985(2) AND TITLE: 18: U.S.A. CODES: SECTION: 241 FOR THE CONSPIRACY-TITLED-HEREIN, BY THE RESPONDENT(S): Charles-M.: Stango, AND Lubbie: Harper: Hon.

28. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE COURT HAVING IN THE COURTS POSSESSION THE LAWS AND GUARANTEES, IS-EMPLOYED BY THE GOVERNMENT UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE ELEVEN(11) BY THE UPHOLDING OF THE OFFICERS OF THE COURT'S C.U.S.A.F.-CONTRACT OF THE OATH AND AFFIRMATION.

29. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: BY THE NEGLECT OF THE DUE-PROCESS OF THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), FOR THE PLAINTIFF IS-INJURED BY THE RESPONDENT(S), BY THE NEGLECT, BY THE DUE-PROCESS OF THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7). FOR THE C.U.S.A.F. FOR THE ARTICLE OF THE ELEVEN(11) REMINDS THE JUDGE OF THE JUDGE IS-ELECTED BY THE PEOPLE AND FOR THE PEOPLE; BY THE PROTECTING OF THE JUSTICE, NOT THE CORRUPTING OF THE JUSTICE. FOR THE PLAINTIFF'S-COMPLAINT MOTION: BY THE TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE KNOWLEDGE OF THE LAW AND THE NEGLECT BY NOT STOPPING AND CORRECTING OF THE WRONG, FOR THE DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), AND UNDER THE F.R.C.P. RULE: 38(a), BY THE RIGHT BY THE TRIAL BY THE JURY UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE NINE(9). FOR THE PLAINTIFF ACCUSES OF THE OATH OR AFFIRMATION OF THE OFFICE, IS-BREACHED BY THE OFFICER OF THE COURT OF THE COUNTY OF THE FAIRFIELD ON: DATE: AUGUST/26/1998 AND JULY/12/1999 FOR THE PLAINTIFF ACCUSES OF THE OFFICER OF THE COURT OF THE PERJURY OF THE OATH OR AFFIRMATION OF THE OFFICE IN THE OFFICIAL-CAPACITY AND ENRICHED BY THE COUNTY AND STATE IN THE RESPONDENT(S) PRIVATE-CAPACITY. FOR THE OFFICERS OF THE COURT BY THE SWEARING FOR THE SUPPORT OF THE C.U.S.A.F.. WHEN THE OFFICERS OF THE COURT FOR THE BREACH OF THE OATH OR AFFIRMATION, WITH THE WILL OF THE INTENT FOR THE "WILL"(BEING OF THE CONDITION OF THE MIND). BY THE BREACH OF THE CONTRACT, AGAINST THE C.U.S.A.F. BY THE OFFENSE OF THE ATTEMPTING BY THE OVERT-ACTS FOR THE OVERTHROWING OF THE GOVERNMENT OF THE STATE BY THE OFFENDER'S-ALLEGIANCE, AND FOR THE BETRAYING OF THE STATE INTO THE HANDS OF THE FOREIGN/ FICTION- POWER. WHEREBY THE JUDGE IS THE FIDUCIARY: OF THE COURT AND RESPONSIBLE FOR THE COLORS OF THE FLAG. FOR THE MUTILATION UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 3 OF THE FLAG OF THE U.S.A. AND FOUND IN THE TITLE: 36: CHAPTER: 10: SECTION: 175 (j,i,g,f,e,d,c,)AND TITLE: 36 CHAPTER: 10; SECTION: 176(g,j,a,) OF THE CODES OF THE U.S.A. BY THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. BY THE PLACING OF THE FRINGE, AROUND THE REGULATION-SIZE (1 X 1.9, EXECUTIVE-ORDER, AUGUST/25/1959) FLAG OF THE U.S.A. TITLE: 4: U.S.A. CODES: SECTION: 1&2, MAKING OF THE FLAG OF THE FOREIGN/ FICTION-ENTITY NOT SUPPORTED BY THE C.U.S.A.F. IN THE WORLD, NOW BECOMES THE MUTILATION, OF THE FLAG OF THE C.U.S.A.F.!

30. FOR THE MOTION OF THE INFORMATION: UNDER THE FLAG OF THE MILITARY OF THE U.S.A. =(ARMY-REG. 840-10: CHAPTER: 8, FOR THE JURISDICTION OF THE MILITARY IN THE DISPLAY), FOR THE STANDARD OR POLE IS-TOPPED BY THE BALL = (FOR OUTSIDE-DISPLAY OF THE RECRUITING OF THE MILITARY-ONLY), SPEAR(sic) = (FOR COURT-MARSHALS OF THE MILITARY), BRAID = REGIMENTAL COLORS OF THE MILITARY, OR BIRD(sic) = (FOR THE PRESIDENT OF THE U.S.A. ONLY) ON THE STANDARD.

31. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE VIOLATION OF THE PLACEMENT OF THE FRINGE, ON THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A. IS-NOT REPRESENTED, BY ANY COUNTRY OR C.U.S.A.F. IN THE WORLD, BEATING OF THE FOREIGN/FICTION-JURISDICTION UNDER THE LAW OF THE FLAG WITHIN THE SANCTUARY OF THE BAR, FOR THE SANCTUARY IS FOR THE NEUTRAL-TERRITORY FOR THE CONTROLLING UNDER THE LAW OF THE FLAG. FOR ANY FLAG NOT UNDER THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE U.S.A., IS-DENYING PLAINTIFF OF ALL C.U.S.A.F. RIGHTS BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW. FOR THE PLAINTIFF IS-INJURED BY THE FRAUD: F. R. C. P. RULE: 9 (b), BY MAKING OF THE JUDGE FOR AN ACTOR AS THE MASTER OF THE FOREIGN/ FICTION-POWER BY THE NEGLECT OF THE C.U.S.A.F. THAT NEGLECTS FOR THE PROTECTION OF THE PLAINTIFF, IN THE COURT. BY THE COURT NOT-PRESENTING OF THE C.U.S.A.F.-CONTRACT-DISCLAIMER, FOR THE WILL OF THE INTENT IN THE COURT IS FOR A VIOLATION BEFORE ENTERING INTO THE BAR.

32. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE LACK OF THE DISCLAIMER-C.U.S.A.F.-CONTRACT BY THE RESPONDENTS-HEREIN FOR THE FICTION-LANGUAGE-FILINGS AND MOTIONS BEFORE THE COURT ARE VOID UNDER THE C.U.S.A.F.-CONTRACT BY THE STANDARDS OF THE INTERNATIONAL, TREATY OR C.U.S.A.F.-CONSTITUTION/CONTRACT. FOR THE ACT OF THE CONSPIRACY BY THE COMMITTING BREACH OF THE CONTRACT WITH THE KNOWLEDGE OF THE LAW UNDER THE TITLE: 42: U.S.A. CODES: SECTION: 1986: FOR THE NEGLECT OF NOT STOPPING AND CORRECTING OF THE WRONG, BY THE TITLE: 18: U.S.A. CODES: SECTION: 242: DEPRIVATION OF THE C.U.S.A.F. RIGHTS UNDER THE COLOR OF THE LAW BY THE OFFICERS OF THE COURT AND OBSTRUCTION OF THE JUSTICE UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1512, BY THE DENYING WITNESSES AND TESTIMONY INTO THE RECORD OF THE COURT, WHILE ACTING IN THE CONSPIRACY BY THE OFFICERS OF THE COURT BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7). BY THE CONSPIRACY BY THE OFFICERS OF THE COURT PRESENT IN THE COURT UNDER THE TITLE: 8: U.S.A. CODES: SECTION: 241, AND OF THE CONSPIRACY UNDER THE TITLE: 42: U.S.A. CODES: 1985(1), FURTHERED, BY THE EXTORTION FOR THE MONEY OR PROPERTY FOR THE FEES-COMPENSATION BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW: C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7); AND EXTORTION: TITLE: 18: U.S.A. CODES: SECTION: 872 OF THE MONEY OR PROPERTY IN THE VIOLATION OF THE C.U.S.A.F. RIGHTS OF THE PLAINTIFF. FOR THE VIOLATIONS OF THE LAW IN THE AND FOR THE DEPRIVATION CAUSE THE F.R.C.P. RULE: 12(b) (7, 6, 5, 4, 3, 2, 1) BY THE BEING VIOLATED CAUSING OF THE FRAUD: F.R.C.P. RULE: 9(b) BY THE RESPONDENT(S): Charles-M.: Stango, AND Lubbie: Harper: Hon.

33. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: BY THE NEGLECT OF THE DUE-PROCESS OF THE LAW UNDER THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7), IS-INJURED BY THE NEGLECT OF THE DUE-PROCESS FOR THE VIOLATION OF THE MAIL: FRAUD UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1342 AND TITLE: 18: U.S.A. CODES: SECTION: 1341. FOR THE NAME OF THE PLAINTIFF THROUGH THE CORRESPONDENCE OF THE COURT, IS FICTITIOUS UNDER THE TERM: NOM DE GUERRE (DEAD) BY THE UPPERCASE - CAPITAL-LETTER-SPELLING AND FOR THE LACK OF THE PUNCTUATION FOR THE MAKING OF THE PARTY'S-NAME AN ADJECTIVE-FOREIGN/FICTION BY THE TITLING OF THE NAME IN THE VIOLATION OF THE F.R.C.P. RULE: 10(a) NAME OF THE PARTY. FOR THE ACTIONS LISTED-HEREIN ESTABLISH THE WILL OF THE INTENT OF THE INJURY BY THE TITLE: 42: U.S.A. CODES: SECTION: 1983 AT CHAPTER: 21 AT NOTES 319, 337) INJURY BY THE POLICY AND CUSTOM OF THE COURT AND OFFICERS OF THE COURT OF THE STATE OF THE CONNECTICUT, BY THE RESPONDENT(S): Charles-M.: Stango, AND Lubbie: Harper: Hon.

34. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE USE OF THE LANGUAGE FOR THE PLAINTIFF'S PLEADINGS ARE FOR THE C.U.S.A.F. LAWS FOR THE CORRECTION OF THE SWEARING/AFFIRMING BY THE OATH OR AFFIRMATION-C.U.S.A.F.-CONTRACT, NOW ACTING WITH THE WILL OF THE INTENT FOR THE ACTIONS STATED HEREIN BY THE

ALGEBRA-DEFINITION OF THE LANGUAGE-PATTERN-CORRECTIONS FOR THE CREATION OF JURISDICTION-NOUN-CLARIFICATIONS BY THE USE OF THE CODES OF THE U.S.A. AND THE LAWS OF THE C.U.S.A.F.-CONTRACT HEREIN FOR THE FULL-DISCLOSURE OF THE WILL OF THE INTENT BY THE PLAINTIFF AND THE COURT.

35. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE PLAINTIFF IS-INJURED, AND SUFFERED-GREAT: LOSS AND PAIN OF THE BODY AND MIND, FOR THE LOSS. FOR THE LONG-LITIGATION HAS HURT THE FINANCIAL, HEALTH, AND BODY OF THE PLAINTIFF.

36. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE PRACTICE OF THE LAW WITH THE SKILL/CARE/DILIGENCE IN THE EXAMINATION OF THE INCORPORATION OF THE CASE: MV97-0545892-S, AND MV97-0550950-S BY THE DISCOVERY OF THE DEFECT OF THE CARE, SKILL, AND DILIGENCE IN THE EXAMINATION OF THE PLAINTIFF'S-C.U.S.A.F. RIGHTS IN THE JUDGEMENT OF THE PLAINTIFF WITH THE NEGLECT OF THE DISCLAIMER OF THE RESPONSIBILITY IN THE COURT PROCEEDINGS AT THE STARTING-DATE OF THE JURISDICTION OF THE COURT. FOR THE PLAINTIFF DID-NOT-SURRENDER OR SIGN FOR THE PLAINTIFF'S-C.U.S.A.F. RIGHTS. BY THE TRUE-INTENT OF THE FACTS STATED IN THE COURT AND SHOWN BY THE PLAINTIFF AND MEMBERS OF THE INCORPORATION OF THE CASE: MV97-0545892-S, AND MV97-0550950-S ARE INCORPORATED-HEREIN BY THE PLAINTIFF.

37. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: WHERE IS THE KNOWLEDGE BY THE OFFICERS OF THE COURT, WE, OF THE PEOPLE, VOTE OR APPOINT INTO THE POSITION OF THE FIDUCIARY FOR THE TRUST AND PROTECTION OF THE C.U.S.A.F. FOR THE ARTICLE OF THE ELEVEN(11)

WHAT OF THE ALL THE U.S.A. SONS AND DAUGHTERS, HUSBANDS AND WIVES, BROTHERS AND SISTERS HAVE DIED UNDER THE FLAG OF THE U.S.A. (FOR THE FREEDOMS DEFINED-HEREIN) UNDER THE C.U.S.A.F. OF THE C.U.S.A.F.-CONTRACT FOR THE PARTY/ CITIZEN/ PEOPLE/ ARE FREE AND INNOCENT UNTIL PROVEN GUILTY BY THE DUE-PROCESS OF THE LAW. "PEOPLE ARE GUILTY" UNDER THE FOREIGN/ FICTION-FRIDGE-FLAG AND FICTION-LANGUAGE, MAKES CITIZENS OF THE U.S.A. GUILTY TILL PROVEN INNOCENT.

38. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: TITLE: 42: U.S.A. CODES: CHAPTER: 21: SECTION: 1985, NOTE 69: DAMAGES IN THE CLAIM FOR THE VIOLATION OF THE C.U.S.A.F. GUARANTEED RIGHTS-DAMAGES ARE RECOVERED, NORMAL-DAMAGES MAY-BE-PRESUMED, AND NOMINAL-DAMAGES MAY IN THE CIRCUMSTANCES FOR THE SUPPORT-AWARD OF THE EXEMPLARY-DAMAGES.

PRAYER

39. FOR THE PLAINTIFF AFFIRMS, BY THIS MOTION: FOR THE PLAINTIFF DEMANDS BY THE JUDGMENT FOR THE AFFIRMED NEGLIGENT ACTS, OF THE RESPONDENT(S) IN THE CASE TITLED-HEREIN. FOR THE MOTION DEMANDS OF THE COURT FOR THE \$75,000.00: CURRENCY OF THE U.S.A. FOR THE EACH OF THE DAMAGES TITLED-HEREIN BY THE NEGLECT OF NOT JOINING IN THE JURISDICTION OF THE CASE-TITLED-HEREIN AND THE CONSPIRACY FOR THE OBSTRUCTION OF THE JUSTICE UNDER THE F.R.C.P. RULE: 8(a) & 8(d), AND FOR THE DENIAL OF THE C.U.S.A.F. FOR THE ARTICLE OF THE SEVEN(7) FOR THE RIGHT OF THE DUE-PROCESS OF THE TRIAL BY THE JURY: C.U.S.A.F. FOR THE ARTICLE OF THE NINE(9). FOR THE DURESS AND EXPECTANCY-DAMAGES, GENERAL-DAMAGE, DIRECT-DAMAGE CAUSED BY THE BREACH OF THE OATH OR AFFIRMATION OF THE OFFICE AND BREACH OF THE C.U.S.A.F.-CONTRACT, WITH THE WILL OF THE INTENT BY THE STATUTORY-DAMAGE OF THE C.U.S.A.F. VIOLATIONS LISTED-HEREIN; FURTHER DURESS OF THE BODY AND MIND, SUBSTANTIAL-DAMAGE OF THE \$75,000.00 PER-DAY FOR THE DEPRIVATION OF THE C.U.S.A.F. RIGHTS THROUGH THE VIOLATION BY THE KIDNAPPING AND LOSS OF THE FREEDOM. FOR THE PLAINTIFF WILL NEVER FEEL-SAFE-AGAIN, UNDER THE FOREIGN/FICTION-STATE-LANGUAGE OF THE INVASION OF THE U.S.A. FOR THE DENIAL OF THE C.U.S.A.F. RIGHTS. FOR THE PLAINTIFF DEMANDS ONE-MILLION-DOLIARS U.S.A.

CURRENCY FOR THE NECESSARY-SECURITY-PROTECTION AND EXPENSES, BY THE MOTION OF THE PLAINTIFF.

PLAINTIFF IS COMING UNDER THE BANNER OF A PEACEFUL AND INTELECTUAL AGREEMENT. PLAINTIFF WILL ACT AS A TEACHER FIRST FOR THE CORRECTION OF THE WRONGS WITH PROPER-LANGUAGE, BEFORE ACTIONS FOR THE NEGLECT. FOR THIS MOTION STARTS WITH THE GOOD-FAITH BY THE PLAINTIFF.

DEFINITIONS FOR THE SUPPORTING OF THE MEANING OF THE WORDS USED IN THE COMPLAINT (FOR THE DEFINITIONS ARE-CORRECTED BY THE ALGEBRA)

FOR THE FACTS OF PRESENT-TENSE-DEFINITIONS TELL OF THE FUTURE-ACTIONS OF ANY VIOLATION.

40. CONSTRUCTIVE-TREASON: BY THE C.U.S.A.F. FOR THE OFFICERS OF THE COURT BY THE SWEARING OF THE ALLEGIANCE OR OATH, FOR THE JUDGE'S-OATH AND AFFIRMATION-C.U.S.A.F.-CONTRACT: I, OFFICER: _____ DO SOLEMN-SWEAR THAT I WILL-SUPPORT FOR THE C.U.S.A.F. AND FOR THE C.U.S.A.F. OF THE STATE OF THE CONNECTICUT; THAT I WILL ADMINISTER JUSTICE BY THE NEGLECT OF THE RESPECT BY THE PERSON/PARTY AND BY THE WILL OF THE FAITHFUL-IMPARTIAL-DISCHARGE FOR THE DUTIES OF THE OFFICE BY THE BEST OF THE MY ABILITY. SO HELP HE GOD.

FOR THE C.U.S.A.F. CONTRACT IS FOR THE RESPONSIBILITY AND AUTHORITY. HOWEVER, BY THE SURRENDERING OF THE C.U.S.A.F. INCORPORATED INTO THE OATH AND AFFIRMATION, ALSO KNOWN AS AN ALLEGIANCE BY THE SUPPORTING OF THE C.U.S.A.F. FOR THE FOREIGN/FICTION-POWER OF THE FRINGE-FLAG AND OR ALTERNATIVE-STANDARD, FOR THE LAW OF THE FLAG IS FOR THE CONTROLLING-FACTOR; FOR THERE IS NO-COLORS OR ADORNMENTS ON THE FLAG-POLE DESCRIBED IN THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FOR THE PLACEMENT UPON THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG WITH THE WILL OF THE INTENT, WILL CAUSE FOR THE ACT OF THE DESECRATION OF THE TITLE: 4: U.S.A. CODES: SECTION: 1&2: FLAG OF THE AMERICA UNDER THE TITLE: 4: U.S.A. CODES: SECTION: THREE(3). FOR THE BREACH OF THE CONTRACT BY THE DEFINITION IS FOR THE WILL OF THE INTENT BY THE DESECRATION OF THE FLAG OF THE AMERICA BY THE ERECTING OF THE FOREIGN/FICTION-POWER FOR THE FURTHERMENT OF THE DEPRIVATION OF THE C.U.S.A.F. RIGHTS AND INTIMIDATE FOR THE CITIZEN IN THE PARTY WITH THE RAPE AND JAIL. FOR THE USE OF THE ADJECTIVES AND VERBS AS THE NOUNS IS MAIL-FRAUD UNDER THE TITLE: 18: U.S.A. CODES: SECTION: 1342.

41. PERJURY: IN THE LAW, FOR THE WILLFUL-ASSERTION AS THE MATTER OF THE FACT, OPINION, BELIEF, OR KNOWLEDGE, MADE BY THE WITNESS IN THE JUDICIAL- PROCEEDING AS THE PART OF THE PARTY'S-EVIDENCE, EITHER UPON OATH OR IN THE FORM ALLOWED BY THE LAW FOR THE SUBSTITUTION OF THE OATH, WHETHER THE EVIDENCE IS-GIVEN IN THE OPEN-COURT, OR IN THE AFFIDAVIT, OR OTHERWISE, FOR THE ASSERTION FOR THE BEING-MATERIAL IN THE ISSUE OR POINT OF THE INQUIRY, AND KNOWN BY THE WITNESS FOR THE BEING-FALSE. FOR THE PERJURY IS OF THE CRIME-COMMITTED WHEN THE LAWFUL-OATH IS OF THE ADMINISTRATION, IN THE JUDICIAL-PROCEEDING, BY THE CITIZEN OF THE SWEARING OR AFFIRMING OF THE WILFUL, ABSOLUTE, AND FALSE, IN THE MATTERS MATERIAL BY THE ISSUE AND OF THE POINT IN THE QUESTION.

42. PERJURY: OF THE TITLE: 18: U.S.A. CODES: SECTION: 1621 (GENERAL); FOR THE CITIZEN IN THE PARTY IS OF THE GUILT OF THE PERJURY IF IN THE OFFICIAL-PROCEEDING FOR THE CITIZEN IN THE PARTY MAKES BY THE FALSE-STATEMENT UNDER THE OATH OR EQUIVALENT-AFFIRMATION, OR SWEARS OR AFFIRMS OF THE TRUTH OF THE STATEMENT-PREVIOUS-MADE, [REFIRING BY THE OATH AND AFFIRMATION] FOR THE STATEMENT IS OF THE MATERIAL AND FOR THE CITIZEN IN THE PARTY DOES-NOT-BELIEVE

IN THE STATEMENT OF THE Lubbie: Harper: Hon. [JUDGE] BY BEING OF THE TRUTH. MODEL PENAL CODE §241.1.

3. **MALICE:** IN THE LAW IS NOT-NECESSARY OF THE PERSONAL-HATE OR ILL-WILL, BUT IS THE STATE OF THE MIND-THAT-IS-RECKLESS OF THE LAW AND OF THE LEGAL-C.U.S.A.F. RIGHTS OF THE CITIZEN IN THE PARTY.

44. **TORT:** 42: U.S.A. CODES: SECTION: 1983: FOR THE CITIZEN IN THE PARTY UNDER THE COLOR OF THE STATUE, ORDINANCE, REGULATION, CUSTOM, OR USAGE, OF THE STATE OR TERRITORY, SUBJECTS, OR CAUSES BY THE BEING-SUBJECTED, OF THE CITIZEN IN THE PARTY OF THE U.S.A. OR FOR THE OTHER-CITIZEN IN THE PARTY WITHIN THE JURISDICTION THEREOF, BY THE DEPRIVATION OF THE C.U.S.A.F. RIGHTS, PRIVILEGES, OR IMMUNITIES SECURED BY THE C.U.S.A.F. AND LAWS ARE BY THE LIABLE FOR THE PLAINTIFF-INJURED, IN THE ACTION OF THE LAW, BY THE SUIT IN THE EQUITY, OR OTHER-PROPER-PROCEEDING FOR THE REDRESS OF THE RESPONDENT-WRONG-DOERS.

45. **TORT:** BY THE PRIVATE-PARTY, CIVIL-WRONG OR INJURY, FOR THE COURT WILL-PROVIDE FOR THE REMEDY IN THE FORM OF THE ACTION FOR THE DAMAGES. FOR THE VIOLATION OF THE DUTY IMPOSED BY THE GENERAL-LAW OR OTHERWISE UPON THE CITIZENS IN THE PARTY OCCUPYING OF THE RELATION BY THE CITIZEN IN THE PARTY WHICH IS-INVOLVED IN THE GIVEN-TRANSACTION.

46. **LARCENY BY THE FRAUD AND DECEPTION:** FOR THE FAILURE OF THE CORRECTING BY THE FALSE-IMPRESSION WHICH BY THE DECEIVER PREVIOUSLY CREATED OR REINFORCED, OR WHICH BY THE DECEIVER IS OF THE KNOWLEDGE FOR THE INFLUENCING OF THE OTHER-PARTY; FOR THE DECEIVER IN THE PARTY STANDS IN THE FIDUCIARY OR CONFIDENTIAL-RELATIONSHIP.

47. **FIDUCIARY:** FOR THE CITIZEN IN THE PARTY HAVING OF THE DUTY, CREATED BY THE UNDERTAKING, BY THE ACTING PRIMARY FOR THE BENEFIT OF THE CITIZEN IN THE PARTY OF THE MATTERS CONNECTED WITH THE UNDERTAKING.

48. **RACKETEERING:** FOR THE ORGANIZED-CONSPIRACY BY THE COMMITTING OF THE CRIMES OF THE EXTORTION OR COERCION, OR ATTEMPT BY THE COMMITTING OF THE EXTORTION OR COERCION. FOR THE FEAR-WHICH-CONSTITUTES FOR THE LEGAL-NECESSARY-ELEMENT IN THE EXTORTION IS-INDUCED BY THE ORAL OR WRITTEN-THREATS BY THE DOING OF AN UNLAWFUL-INJURY OF THE PROPERTY OF THE THREATENED-PARTY. UNDER THE TITLE: 42: U.S.A. CODES: SECTION: 1985(3). REDEFINED IN THE PRESENT TENSE BY THE PLAINTIFF.

49. **RACKETEERING:** IS BY THE DEMANDING, SOLICITING OR RECEIVING-ANYTHING OF THE VALUE BY THE OWNER, PROPRIETOR, OR OTHER-PERSON OR PARTY HAVING FOR THE FINANCIAL- INTEREST IN THE BUSINESS, BY THE MEANS OF THE EITHER THREADING, (THROUGH USE OF THE CONTEMPT OF THE COURT ORDER BY THE PAYING OF THE LEGAL-FEES-NOT-DUE), EXPRESS OR IMPLIED, OR BY THE PROMISE, EXPRESSED OR IMPLIED, THAT THE PERSON OR PARTY BY THE DEMANDING, SOLICITING OR RECEIVING OF THE PROPERTY OF THE VALUE WILL-CAUSE FOR THE COMPETITION OF THE PERSON OR PARTY BY THE PARTY FOR THE PAYMENT IS-DEMANDING, SOLICITING OR RECEIVING FOR BEING DIMINISHED OR ELIMINATED.

50. **EXTORTION,** FOR THE OBTAINING OF THE PROPERTY BY THE PARTY INDUCED BY THE WRONGFUL USE OF THE ACTUAL OR THREATENED- FORCE, OR FEAR, OR UNDER THE COLOR OF THE OFFICIAL-RIGHT. REF. OF THE TITLE: 18: U.S.A. CODES: SECTION: 871.

51. **RANSOM:** OF THE TITLE: 18: U.S.A. CODES: SECTION: 1202. FOR THE MONEY, PRICE, OR CONSIDERATION-PAID OR DEMANDED FOR THE REDEMPTION OF THE KIDNAP-PARTY. FOR THE PAYMENT THAT RELEASES BY THE CAPTIVITY. WHOEVER, OF THE KNOWING RECEIVES, POSSESSES, OR DISPOSES OF THE RANSOM OF THE ACT, IS-COMMITTING OF THE CRIME.

52. **DURESS:** USED FOR AN ILLEGAL-PURPOSE, OR THREAT OF THE BODILY OR MENTAL, OR FINANCIAL-HARM OR OTHER-MEANS FOR THE AMOUNTING OF THE TENDING BY THE COERCING UNDER THE TITLE: 28: CHAPTER-85: 1359) FOR THE WILL OF THE OTHER-PARTY AND BY THE INDUCING OF THE PERSON FOR THE DOING OF AN ACT-CONTRARY BY THE CITIZENS-FREE-WILL. FOR THE DURESS ALSO-INCLUDES FOR THE SAME INJURIES, THREATS, OR RESTRAINT-EXERCISED UPON THE PARTY'S-CHILDREN, PARENTS. DISTINGUISHABLE BY THE UNDUE-INFLUENCE IN THE LATTER, FOR THE WRONGDOER IS IN THE FIDUCIARY-CAPACITY OR IN THE POSITION OF THE TRUST AND CONFIDENCE WITH THE RESPECT OF THE VICTIM OF THE UNDUE-INFLUENCER.

53. **MALPRACTICE:** FOR THE PROFESSIONAL-MISCONDUCT OR UNREASONABLE-LACK OF THE SKILL. FOR THE TERM IS-APPLIED BY THE CONDUCT OF THE LAWYERS/ATTORNEY'S-FAILURE OF THE ONE RENDERING OF THE PROFESSIONAL-SERVICES BY THE EXERCISING OF THE THAT DEGREE OF THE SKILL AND LEARNING APPLIED UNDER THE COMMON-CIRCUMSTANCES IN THE COMMUNITY BY THE AVERAGE-PRUDENT-REPUTABLE-MEMBERS OF THE PROFESSION WITH THE RESULT OF THE INJURY, LOSS OR DAMAGE BY THE RECIPIENT OF THE SERVICES OR BY THOSE ENTITLED BY THE RELYING-UPON THE LEGAL-PROFESSION. FOR THE MALPRACTICE IS FOR THE PROFESSIONAL-MISCONDUCT, UNREASONABLE-LACK OF THE SKILL OR FIDELITY IN THE PROFESSIONAL OR FIDUCIARY-DUTIES, EVIL-PRACTICE, ILLEGAL OR IMMORAL-CONDUCT.

54. **PREJUDICE:** OF THE FOREJUDGMENT, BIAS, PRECONCEIVED OPINION. OF THE LEANING-TOWARDS-ONESIDE OF THE CAUSE FOR THE REASON OTHER-THAN THE CONVICTION OF THE JUSTICE.

55. **DISCRIMINATION:** FOR THE TREATMENT OF THE PARTIES-EQUAL, WHERE NO REASONABLE-DISTINCTION CAN-BE-FOUND BETWEEN THOSE FAVORED AND THOSE NOT FAVORED. [TITLE: VII OF THE 1964 CIVILRIGHTS-ACT].

56. **FALSE-SWEARING.** STATE OF THE CONNECTICUT: STATUE. FOR THE PERIOD OF THE LIMITATIONS WITH THE PROSECUTION MAY-BE-COMMENCED RUNS BY THE TIME OF THE FIRST-STATEMENT. (2) WHOEVER UNDER THE OATH OR AFFIRMATION MAKES OR SUBSCRIBES OF THE FALSE-STATEMENT WHICH THE OFFICER OF THE COURT DOES-NOT-BELIEVE IS OF THE TRUTH, IS OF THE GUILTY OF THE CLASS-D: MISDEMEANOR.

57. **STATE OF THE CONNECTICUT: STATUE:** FOR THE EQUAL-RIGHTS UNDER THE C.U.S.A.F. FOR THE DISABILITIES. MEN AND WOMEN HAVE OF THE SAME-C.U.S.A.F. RIGHTS AND PRIVILEGES UNDER THE LAW IN THE EXERCISE OF THE C.U.S.A.F.-CONTRACT, JURY-SERVICE, VOTING, CARE AND CUSTODY OF THE CHILDREN AND IN THE OTHER-RESPECTS. FOR THE VARIOUS-COURTS, EXECUTIVE-OFFICERS AND ADMINISTRATIVE-OFFICERS SHALL CONSTRUER FOR THE STATUES SO THAT WORDS IMPORTING OF THE ONE-GENDER EXTEND AND ARE-APPLIED FOR THE EITHER-GENDER-CONSISTENT WITH THE MANIFEST-INTENT OF THE LEGISLATURE. FOR THE COURTS AND EXECUTIVE-OFFICERS AND ADMINISTRATIVE-OFFICERS SHALL MAKE ALL NECESSARY RULES AND PROVISIONS BY THE CARRYING-OUT OF THE INTENT FOR THE PURPOSE OF THE SUBSECTION. CROSS REF.--C.U.S.A.F. BY THE FOR THE ARTICLE OF THE TWELVE(12). FOR THE BREAKING OR VIOLATING OF THE LAW, FOR THE RIGHT, LITIGATION, ENGAGEMENT, OR DUTY, EITHER BY THE COMMISSION OR OMISSION. EXISTS WHERE ONE PARTY BY THE CONTRACTING, FAILS BY THE CARRYING OUT THE TERM, PROMISED. OR CONDITION OF THE C.U.S.A.F.-CONTRACT.

58. **TREASON:** FOR THE OVERT-ACT OR OFFENSE OF THE ATTEMPTING BY THE OVERTHROWING OF THE GOVERNMENT: OF THE UNITED-STATES OF THE AMERICA, BY THE WHICH THE OFFENDER-OWES-ALLEGIANCE; OR OF THE BETRAYING OF THE UNITED-STATES OF THE AMERICA, INTO THE HANDS OF THE FOREIGN/FICTION-POWER UNDER THE C.U.S.A.F. OF THE ARTICLE OF THE THIRTEEN(13). ALSO SEE LAND-PIRACY AND SEDITION.

59. OF THE TITLE: 42: U.S.A. CODES: SECTION: 1986: KNOWLEDGE OF THE LAW AND NEGLECT BY NOT STOPPING AND CORRECTING OF THE WRONG, DEFINED AS: EVERY-CITIZEN IN THE PARTY HAVING OF THE KNOWLEDGE OF THE WRONGS-CONSPIRED ARE-BEING-DONE, AND MENTIONED IN THE SECTION: 1985 OF THIS TITLE OR ARE-ABOUT TO-BE-COMMITTED, AND HAVING OF THE POWER FOR THE PREVENTING OR AIDING IN THE PREVENTING OF THE COMMISSION OF THE SAME, NEGLECTS OR REFUSES SO BY THE DOING, IF BY THE WRONGFUL-ACTS OF BEING-COMMITTED, ARE BY THE LIABLE-RESPONSIBLE FOR THE PARTY-INJURED, OR CITIZENS IN THE PARTY-LEGAL-REPRESENTATIVES, FOR THE DAMAGES CAUSED BY THE WRONGFUL-ACTS, BY THE CITIZEN IN THE PARTY BY THE REASONABLE-DILIGENCE COULD HAVE PREVENTED, AND FOR THE NUMBER OF THE CITIZENS IN THE PARTY, GUILTY OF THE WRONGFUL-NEGLECT BY THE REFUSAL NOW JOIN AS THE RESPONDENTS IN THE ACTION.

60. FOR THE TITLE: 42: U.S.A. CODES: SECTION: 1985(2) OBSTRUCTING JUSTICE, INTIMIDATING PARTY, WITNESS: IF TWO OR MORE-CITIZENS IN THE STATE OF THE CONNECTICUT OR TERRITORY BY THE CONSPIRACY BY THE DETERRING, BY THE FORCED-INTIMIDATION, OR THREAT, FOR THE CITIZEN IN THE PARTY OR OF THE WITNESS IN THE COURT OF THE U.S.A. BY THE ATTENDING OF THE WITNESS IN THE COURT OR FOR THE TESTIFYING BY THE MATTER-PENDING IN THE COURT FOR THE FREE, FULL, AND TRUTHFUL-TESTIMONY, OR BY THE INJURING OF THE PARTY OR WITNESS AS THE CITIZENS IN THE PARTY'S BEHALF OR PROPERTY ON THE ACCOUNT OF THE CITIZEN IN THE PARTY HAVING-SO-ATTENDED OR TESTIFIED, OR BY THE INFLUENCING OF THE VERDICT, PRESENTMENT, OR INDICTMENT OF THE GRAND OR PETIT-JUROR IN THE COURT OF THE UNITED-STATES OF THE AMERICA, OR BY THE INJURING OF THE CITIZEN IN THE PARTY-JUROR IN THE PARTY/CITIZEN-SELF OR PROPERTY ON THE ACCOUNT OF THE VERDICT, PRESENTMENT, OR INDICTMENT, BY THE LAWFUL-ASSENT OF THE CITIZEN IN THE PARTY, OR OF THE CITIZEN IN THE PARTY BEING OR HAVING-BEEN OF THE JUROR, OR IF TWO OR MORE CITIZENS CONSPIRE FOR THE PURPOSE OF THE IMPEDING, HINDERING, OBSTRUCTING, OR DEFEATING, IN THE MATTER, FOR THE DUE-COURSE OF THE JUSTICE IN THE STATE OF THE CONNECTICUT OR TERRITORY, WITH THE INTENT BY THE DENYING BY THE CITIZEN IN THE PARTY FOR THE EQUALPROTECTION OF THE LAW, OR BY THE INJURING CITIZEN IN THE PARTY OR CITIZEN-PROPERTY FOR THE LAWFUL-ENFORCING, OR ATTEMPTING BY THE ENFORCING, FOR THE RIGHT OF THE CITIZEN IN THE PARTY, OR CLASS OF THE CITIZENS, BY THE EQUAL-PROTECTION OF THE LAW.

61. FOR THE TITLE: 42: U.S.A. CODES: SECTION: 1985(3)- FOR THE DEPRIVING OF THE PARTY OF THE C.U.S.A.F. RIGHTS OR PRIVILEGES: IF TWO OR MORE CITIZENS IN THE PARTY IN THE STATE OF THE CONNECTICUT OR TERRITORY, CONSPIRE OR GO IN THE DISGUISE, FOR THE PURPOSE OF THE DEPRIVING, EITHER DIRECT OR INDIRECT, FOR THE PLAINTIFF AS THE CITIZEN IN THE PARTY FOR THE EQUAL-PROTECTION OF THE LAW, OR OF THE EQUAL-PRIVILEGES AND IMMUNITIES UNDER THE LAW, OR FOR THE PURPOSE OF THE PREVENTING OR HINDERING OF THE CONSTITUTED-AUTHORITIES OF THE STATE OR TERRITORY BY THE GIVING OR SECURING BY THE CITIZEN IN THE PARTY WITHIN THE STATE OF THE CONNECTICUT OR TERRITORY FOR THE EQUAL- PROTECTION OF THE LAWS, OR IF TWO OR MORE CITIZENS IN THE PARTY CONSPIRE BY THE PREVENTING BY THE FORCE, INTIMIDATION, OR THREAT, FOR THE CITIZEN IN THE PARTY WHO IS LAWFUL ENTITLED BY THE VOTING, BY THE GIVING PARTY SUPPORT OR ADVOCACY IN THE LEGAL-MANNER, OR BY THE INJURING FOR THE CITIZEN IN THE PARTY/SELF OR PROPERTY ON ACCOUNT OF THE SUPPORT OR ADVOCACY, IN THE CASE OF THE CONSPIRACY-SET-FORTH IN THE SECTION, IF ONE OR MORE-CITIZENS IN THE PARTY ENGAGED THEREIN-DO, OR CAUSE FOR THE BEING-DONE, FOR THE ACT IN THE FURTHERANCE OF THE OBJECT OF THE CONSPIRACY, WHEREBY ANOTHER IS-INJURED IN THE CITIZEN IN THE PARTY/SELF OR PROPERTY, OR DEPRIVED OF THE HAVING AND FOR THE EXERCISING OF THE C.U.S.A.F.-RIGHTS OR PRIVILEGE OF THE CITIZEN IN THE PARTY OF THE C.U.S.A.F. FOR THE CITIZEN IN THE PARTY SO-INJURED OR DEPRIVED, HAS BY AN ACTION FOR THE RECOVERY OF THE DAMAGES-OCCASIONED BY THE INJURY OR DEPRIVATION, AGAINST ANY CITIZEN IN THE PARTY OR MORE OF THE CONSPIRATORS.

62. FOR THE TITLE: 18: U.S.A. CODES: SECTION: 242(1)= DEPRIVATION OF THE C.U.S.A.F. RIGHTS UNDER THE COLOR OF THE LAW BY THE OFFICERS OF THE COURT: WHOEVER, UNDER THE COLOR OF THE LAW, STATUE, ORDINANCE, REGULATION, OR CUSTOM, BY THE WILLFUL- SUBJECTING OF THE CITIZEN IN THE PARTY IN THE STATE OF THE CONNNECTICUT, TERRITORY, OR DISTRICT FOR THE DEPRIVATION OF THE C.U.S.A.F. RIGHTS, PRIVILEGES, OR OF THE IMMUNITIES-SECURED OR PROTECTED BY THE C.U.S.A.F. OR FOR THE LAWS OF THE C.U.S.A.F. OR FOR THE TWO-DIFFERENT-PUNISHMENTS, PAINS, OR PENALTIES, FOR THE ACCOUNT OF THE PARTY-BEING-ALIEN, OR BY THE REASON OF THE PARTY'S-COLOR OR RACE, BY THE PRESCRIBING FOR THE PUNISHMENT OF THE CITIZEN IN THE PARTY, SHALL-BE FINED \$10,000. UNDER THE TITLE OR BY THE IMPRISONING OF NOT-MORE-THAN TEN-YEARS, OR BOTH.

Mark P. Kuncik
Mark-P.: Kuncik

7/29/99
Date

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Godfrey Wilbur
Witness

7-29-99
Date

Carl Herring Jr.
NOTARY

7-29-99
Date

CARL HERRING JR.
NOTARY PUBLIC
My Commission Expires November 30, 1999